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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

THE PRECISE number of the thirty-nine Crown cases disposed of by Lords Justices LINDLEY and KAY has not been published, but at least half the number passed before them and were decided.

IT WOULD be no matter for surprise if one of the chief clerks of the Chancery Judges were to be appointed to the office of Taxing Master vacated by the retirement of Mr. BUCKLEY. Such an appointment has been made on one, if not two, previous occasions, and the result has been eminently satisfactory.

THE ABSENCE from court on Monday and Tuesday last of Lords Justices LINDLEY and KAY was said to be due to their occupying their time in considering the revised rules which have been for some time in course of preparation.

A TRANSFER to Mr. Justice ROMER of 125 witness actions for the purpose only of trial or hearing, is in course of preparation. Of this number 50 will come from the list of Mr. Justice CHITTY, 45 from that of Mr. Justice NORTH, 20 from that of Mr. Justice STIRLING, and 10 from that of Mr. Justice KEKEWICH. Lists of the cases from which the 125 actions will be selected are exhibited in Room 136, Royal Courts, and will remain exhibited until Wednesday, the 26th inst., before which day objections to transfer may be carried in.

WHEN THE court is appointing new trustees of a will or settlement it is occasionally asked to vest land by description of the parcels. In the majority of cases this would be impossible, seeing that on the appointment of trustees there is no evidence produced to enable the court to describe the lands subject to the trust. Were the judges of the Chancery Division to accede to such a request a way would be opened to endless confusion. If we are correctly informed, however, there have been occasional deviations from the practice of merely inserting in the vesting order a reference to the property subject to the trusts of the will or settlement. We venture to think that it will not be desirable that vesting by parcels on the appointment of new trustees should be frequently adopted.

IT IS STATED that Lord JAMES has been appointed a member

of the Judicial Committee of the Privy Council; and that the appointment has been made in pursuance of the power given by the concluding words of section 1 of 3 & 4 Will. 4, c. 41, which section, after enumerating the ex-officio members of the Judicial Committee, enables the Queen, as and when she shall think fit, "to appoint any two other persons, being privy councillors, to be members of the said committee"; and, as under section 5 of the Appellate Jurisdiction Act, 1887, the expression "high judicial office," as defined in section 25 of the Appellate Jurisdiction Act, 1876, is to be deemed to include the office of a member of the Judicial Committee, and under section 5 (3) the quorum of Lords of Appeal is to be composed of not less than three of the following persons, namely, the Lord Chancellor, the Lords of Appeal in Ordinary, and "such peers as are for the time being holding or have held any of the offices described in the Acts as high judicial offices," Lord JAMES, by his appointment to the Judicial Committee, indirectly becomes entitled to form one of this quorum.

THE PRACTICE MASTERS' rule with reference to debenture-holders' actions which has recently been issued (see *ante*, p. 91) raises a somewhat curious question. The rule provides that in cases where the company is in process of being wound up the action shall be assigned to the judge having jurisdiction in the matter of the winding up. Under what authority is a rule in this form issued? Ord. 5, r. 9, of the Rules of the Supreme Court provides that "every cause or matter which shall hereafter be commenced in the Chancery Division shall be assigned to and marked with the name of one of the judges thereof in manner hereinafter mentioned"; and then, by sub-rule (*a*) of the same rule, the method of assignment is thus prescribed: "Where the assignment is by writ, it shall be the duty of the officer issuing such writ to mark the same with the name of one of the judges of the Chancery Division, *to whom for the time being chambers are attached*." Prior to the issuing of the recent rule the course was to assign debenture-holders' actions to one of the judges in the usual way, and then the Lord Chancellor by order transferred them to VAUGHAN WILLIAMS, J., as the judge having winding-up jurisdiction. How can a mere rule of the Practice Masters prescribe an immediate assignment of an action in the Chancery Division to a judge to whom chambers are not attached? We are not aware that VAUGHAN WILLIAMS, J., as an assistant-judge of the Chancery Division, fulfils the conditions of the rule.

THE BILL to Amend the Law of Evidence, which has been introduced by the Lord Chancellor, is practically the same as the Bills which have been before the House of Lords in recent years. Clause 1 provides that every person charged with an offence, and the wife or husband, as the case may be, of the person so charged, shall be a competent witness, whether the person so charged is charged solely or jointly with any other person. But a person charged is not to be called as a witness without his consent, nor is the wife or husband of the person charged to be called as a witness without the consent of the person charged, save where this can already be done under certain Acts which are enumerated in the first schedule to the Bill. So far the Bill is the same as the two Bills which were introduced last year by Lord HERSCHELL and Lord HALSBURY; but, in order to avoid the opposition of the Irish members in the House of Commons, it was then proposed that the measure should not extend to Ireland, a restriction which was strongly opposed by Lord MORRIS. This year the Government appear to think it less necessary to consider the possibility of opposition in the House of Commons, and the restriction is omitted. The necessity of the proposed change in the law is practically beyond question, and it is only the inability of the House of Commons to deal with the subject which has stood in the way. The Legislature has, indeed, already fully admitted the principle involved. In the case of numerous offences the person charged is a competent witness, and it is hopelessly illogical to let the method of arriving at the truth vary with the nature of the crime. In his speech to the Leeds Law Students' Society last December the Lord Chancellor characterized the present state of the law, under which the accuser can choose a form of accusation which will muzzle the accused, as a disgrace to any civilized community, and he spoke with some warmth of the way in which his Bill, after four times passing through the House of Lords, had been neglected. Having regard to Lord HALSBURY's strong expression of opinion, and to the circumstance that the measure was assigned a place as one of the Government Bills mentioned in the Queen's Speech, there seems to be a fair chance of the matter at length being settled.

IN CONNECTION with the surrender of the charter of the Imperial British East Africa Company an interesting question has arisen as to the rights of the holders of the founders' shares. The capital of the company was £2,000,000, divided into 100,000 ordinary shares of £20 each. The founders' shares were additional, and they involved no liability to make any contribution to capital, but they conferred on the holders a right to participate in dividends. A deed of settlement was executed in 1889, in pursuance of the charter which had been granted in 1888, and by the deed provision was made for the distribution of the proceeds of the company's assets in the event of its operations coming to an end. In the case of a voluntary liquidation the directors were to dispose of the property, and, after payment of debts, distribute the surplus among the shareholders according to their respective interests in the capital. Since the holders of the founders' shares had no interest in the capital, they would in such an event take nothing. But the clause in question went on to provide that, in the event of a voluntary sale of the undertaking of the company, one-twentieth part of the purchase-money, after payment of all debts and liabilities, should go to the holders of founders' shares. Acting under the powers of the charter, the company spent some £450,000 in developing the territory placed under their control; but ultimately, as is well known, it became necessary for them to surrender their charter and dispose of their property, and the terms on which this should be done were the subject of prolonged negotiation. It was finally arranged that the company should receive a sum of £250,000, of which £200,000 was paid by the Sultan of Zanzibar and £50,000 by the British Government. In this sum the holders of founders' shares have claimed to participate, upon the footing that the transaction was a voluntary sale of the undertaking. Voluntary VAUGHAN WILLIAMS, J., admits it to have been, notwithstanding the pressure of political necessity to which it was due; but he has rejected the contention that there was a sale of the "undertaking." This implies the sale of a going concern, including an allowance for goodwill, and had this been the nature of the arrangement the holders of founders' shares would have a fair claim on the purchase money in respect of their right to participate in profits. But since the sale was only of the property of the company, the "undertaking" at the same time coming to an end, the proceeds simply represented capital, and the holders of founders' shares were excluded.

THE THREE Kilburn omnibuses which were standing, with horses and drivers, in the judges' yard at the Royal Courts of Justice last Saturday aroused much curiosity. Were the officials going for their annual "bean feast"? No; the omnibuses were waiting for the judge. Students may have heard of Moser's learned monograph on an ambassador's *Recht mit sechs Pferden zu fahren*, and at the first blush might have thought a similar right of the judiciary was exemplified here. Inquiry would at once have shown the error of such hypothesis. The omnibuses were only waiting to be looked at, or, to speak more technically, viewed. Formerly "views" by the judge were not favoured in the Court of Chancery or the Chancery Division. In *Leech* v. *Schweder* (22 W. R. 292) JESSEL, M.R., gave elaborate reasons why he did not think it desirable that in a light and air case the judge should view the premises. "First," he said, "a judge of the Court of Chancery could not go and view premises which might be situate in the country without interfering with his ordinary duties. Secondly, the case of a judge differed from that of a jury. There were twelve men on a jury, so that any peculiarity of any one of them would be counterbalanced by the absence of that

peculiarity in the case of others; whereas a judge might be a very old man, or might possess defective vision, so as to be unable to perceive a considerable obstruction of light, or might be colour blind, as more people were than was commonly supposed; so that it would not be safe to rely on every judge possessing the same qualification for a view as an ordinary jury. Thirdly, if there should be an appeal from the decision of the judge on the question of fact, it would be impossible to tell how far the decision turned on the 'view,' and how far on the evidence; and if it should be said that the Court of Appeal might view the premises, the reply would be that the Court of Appeal could not view the premises on the same or even on exactly the same kind of day, whether fair or cloudy, as the day on which the judge of first instance had viewed the premises." These appear to be strong reasons against the practice in the class of cases referred to; but in 1883 it was provided by ord. 50, r. 4, that a judge by whom any cause or matter may be heard or tried, with or without a jury, or before whom any cause or matter may be brought by way of appeal, may inspect any property or thing concerning which any question may arise therein.

THE CURIOUS point in the case of *Wilkins* v. *Wilkins*, which BARNES, J., declined to touch, has been very ingeniously settled by the Court of Appeal. The facts, which we have already noticed (*ante*, p. 188) may be shortly stated as follows. GEORGE RICKARD married EMMA HAND in 1854. In 1858 he went to America, and was not heard of again till 1895. In 1865 Mrs. RICKARD, supposing her husband to be dead, went through the ceremony of marriage with JOHN WILKINS. In 1883 Mr. and Mrs. WILKINS separated, and a deed was executed under which the wife was to receive twelve shillings a week. All this time there had been no suspicion of the second marriage being other than perfectly valid; but when in 1894 Mrs. WILKINS, complaining of her second husband's misconduct, petitioned for a judicial separation, he replied by alleging that her first husband had been alive at the date of the marriage in 1865, and asked for a declaration that the marriage was null and void. Upon these suits coming on for hearing in January, 1895, the jury found that WILKINS had committed adultery, and that at the time of the second marriage RICKARD was dead. Hence the court made a decree for judicial separation. A few months later unexpected light was thrown on the affair by the reappearance of RICKARD, and WILKINS accordingly again presented a petition for nullity of marriage. On this occasion RICKARD appeared in court, and his identity with the lady's first husband was established; but in bar of WILKINS' claim to relief the verdict of the jury in the first case was set up by way of estoppel. In this state of affairs BARNES, J., left WILKINS to go to the Court of Appeal and ask for a new trial of his first suit; but, as the time for applying for a new trial had elapsed, he had first to obtain an extension of time. Such an extension it was clearly proper under the circumstances to allow, but ord. 64, r. 7, which confers upon the court generally the power of enlarging any time fixed by the rules, enables the power to be exercised upon such terms as the justice of the case may require. In the present case the consequence of setting aside the verdict of the jury would have been to deprive the lady of any claim to support against the man who had been recognized as her husband since 1865. Hence, to avoid this result, the Court of Appeal made it a condition for extending the time that WILKINS should continue the allowance secured by the deed of 1883, increasing the amount, however, to £1 a week. Since he was prepared to comply with this condition, the verdict and decree in the first suit were by consent set aside, and RICKARD has the satisfaction of knowing that he is now fully entitled to pass as a living man in this country. Otherwise, he must have remained the ghost of EMMA HAND's first husband.

THE CASE of *Liddell* v. *Lofthouse* (reported in another column) makes an addition to the long series of decisions upon the meaning of the word "place" in the 3rd section of the Betting Houses Act, 1853. Time after time a discussion has been raised as to whether the place in which to carry on betting is illegal must be circumscribed and defined, and, if so, to what extent. We have had cases relating to the ground under a tree in Hyde-park (*Doggett* v. *Catterns*), to a stool and umbrella on a racecourse (*Bowes* v. *Fenwick*), to a cricket or recreation ground (*Reg.* v. *Cook*), wooden structures with desks (*Shaw* v. *Morley*)—all of which were alleged to be "places" within the Act, and all of which were held to be so except the spot in Hyde-park dealt with in *Doggett* v. *Catterns*. But this case was decided, not under section 3, which makes the keeping of a place for betting of a certain kind illegal, but under section 5, and the question was whether the defendant in that action was owner or occupier of the ground in question. This prevents the Hyde-park case from being strictly in point where proceedings are being taken under section 3. In the case decided last week the bookmaker who was charged before the justices, and obtained the benefit of the doubt which the cases raised in their minds, had selected a somewhat novel locality for the exercise of his calling. Day after day he was to be found in the space between two wooden stays which supported an advertisement hoarding on a piece of waste land by the riverside at Stockton-on-Tees. Was this a "place"? It was certainly not walled in, or even surrounded by a chalk line, but LINDLEY and KAY, L.JJ., who decided the appeal, held that it was sufficiently ascertained or ascertainable to bring it within the section; and few (except the betting fraternity) will be disposed to think their view contrary either to the Act or to the current of the previous decisions or to common sense. Curiously enough, as we notice elsewhere, a few days after *Liddell* v. *Lofthouse* was decided, CHITTY, J., had to consider incidentally the same point in a partnership dispute between bookmakers in which the defence of illegality was set up.

THE CASE of *Thwaites* v. *Coulthwaite* (reported elsewhere), which was an action by a turf commission agent or bookmaker for an account of a bookmaking partnership, apparently marks the first appearance of the bookmaker, as such, in the Chancery Division. The substantial defence was that the partnership business came within the prohibition of the Betting Act, 1853, and was illegal, so that the court, on well-known principles, ought not to intervene. The application of the Act has been the subject of frequent litigation in the courts of common law, the latest case being *Liddell* v. *Lofthouse*, reported and noticed elsewhere; but the early case of *Doggett* v. *Catterns* (18 W. R. 160, Ex. Ch., *ib.* 390, 19 C. B. N. S. 765), in the Exchequer Chamber, shews conclusively that a betting business may be carried on without contravening the statute. The main question, therefore, in the recent case was as to the legality or illegality of the manner in which the parties intended that the business should be carried on. The partners were not the owners or occupiers of any house, office, room, or other place for the purpose of their betting business, and no case could be made on section 1, but the question was whether they had used a "place" for betting within the meaning of section 3. "What," said CHITTY, J., "is a place for the purposes of betting within the meaning of the Act of 1853? It is obvious, whether a man is betting or not betting, he must be in a place. But on the construction put upon the Act it is plain that the word 'place' there is not used in its most general sense. . . . A place, to be a place within section 3, must be in some sense fixed and ascertained; but the courts have wisely declined to define a meaning, the Legislature having given no definition beyond such as is afforded by the context. The court has to apply the Act to the circumstances of each particular case." The witnesses displayed extensive and peculiar knowledge as to the conduct of their business by bookmakers in Tattersall's enclosures at race meetings; the interesting result of which was to satisfy the learned judge that the business of bookmaking could be carried on in Tattersall's enclosures without violating the Act, though the business might sometimes be carried on there by stealth in violation of the rules of the place, and also, it would appear, of the law of the land. It was held, on the evidence, that the plaintiff did not intend that the business should be carried on illegally by the defendant, who attended the races and was the active partner, and that the defence of illegality could not be sustained; and, no other legal or equitable impediment being suggested, the plaintiff was entitled to and obtained the usual order for an account of the profits.

Such an astonishing amount of learning and erudition was imported into the case of *Cochrane* v. *Exchange Telegraph Co.* (reported elsewhere) that it bade fair to become the leading authority on monopolies and telegraphs generally. But, alas, as so often happens when the master bowman cleaves the mark, there is very little mark to cleave. The plaintiff argued that the Postmaster-General was a monopolist, and therefore his licensee was a monopolist and owed the public corresponding duties. A glance at the Telegraph Act, 1869, shews that licences are exceptions from the monopoly rights of the Postmaster-General, and not partial transfers of those rights. A licensee has neither the rights nor the duties of a monopolist. Then again, although section 41 of the Telegraph Act, 1863, provides that every telegraph of the company shall be open for the messages of all persons alike without favour or preference, it appears at once on examination that the Act only applies to companies authorized by special Act of Parliament to construct and maintain telegraphs. This does not, of course, include companies merely registered under the Companies Act, 1862. An attempt to make the Act of 1863 apply to all telegraph companies, as defined by the Act of 1869, on the ground that the latter Act incorporates the former, was unsuccessful. A similar argument was addressed to the Court of Appeal in *Wandsworth Board of Works* v. *United Telephone Co.* (32 W. R. 776, 13 Q. B. D. 905), and was unanimously rejected; but the courage of litigants is unbounded. The point is most admirably and clearly stated and dealt with in the judgment of Stephen, J., which is fully set out in 32 W. R. 776. As Stephen, J., was reversed on another point, it was probably considered best to omit the unreversed part of his judgment in the *Law Reports*, and to leave the point to the somewhat cavalier treatment of the Court of Appeal.

MORTGAGES OF SHIPS.

A registered first mortgage of a ship places the mortgagee, so long as there is value in the ship for his money, in a position of great security. He is safe against the possibility of any other incumbrancer gaining priority over him (Merchant Shipping Act, 1894, s. 33), he has an absolute power to dispose of the ship (section 35); while, on the other hand, he does not incur the liabilities of an owner (section 34). But the position of a mortgagee under an unregistered mortgage is very different, and, though he is not now debarred from enforcing his security altogether, he is always subject to the risk of being postponed to subsequent mortgages which may be placed on the register; and, as decided by Vaughan Williams, J., in the recent case of *Black* v. *Williams* (43 W. R. 346; 1895, 1 Ch. 408), this effect is not avoided by the circumstance that the subsequent mortgagee has notice of the prior equitable charge.

But even this scanty recognition of unregistered mortgages is only due to the more recent Merchant Shipping Acts. The policy of the older statutes was to invalidate entirely all dealings with ships, whether by way of sale or of mortgage, which were not in the required form and duly entered on the register. To go back no further than the Ship Registry Act, 1845 (8 & 9 Vict. c. 89), it was provided by section 34 of that statute that property in a ship was to be transferred by bill of sale containing a recital of the certificate of registry of the ship, otherwise the transfer was not to be "valid or effectual for any purpose whatever, either in law or in equity"; and by section 37 the bill of sale was not effectual to pass the property in the ship until it had been registered. No separate form was provided for mortgages, but it was enacted (section 45) that where a transfer of a ship was made only as security for payment of a debt an entry was to be made on the register that the transfer was by way of mortgage. Consequently the statutory requirements as to transfer on sale were applicable also to transfers by way of mortgage. They must be in proper form and be registered, otherwise they were without effect both at law and in equity. Upon this Act it was held, in *McCalmont* v. *Rankin* (2 D. M. & G. 403), that notice of an unregistered agreement respecting a ship did not affect a subsequent registered transferee for value. Speaking of this and of previous Acts, Lord St. Leonards, C., said: "The whole frame of the Acts negatives any equity arising out of the doctrine of notice. I apprehend the true rule of construction, both in law and equity, is that in order to have a good title you must have an effectual transfer at law. If you have an effectual transfer at law, it is just as effectual in equity."

The Merchant Shipping Act, 1854 (17 & 18 Vict. c. 104), differed from the Registry Act of 1845 in that while it continued, with certain alterations, the provisions as to registry of transfers and mortgages, it did not expressly declare void bills of sale not in proper form and not registered. By section 55 bills of sale of ships were to be in the form in the schedule, and section 66 contained a similar provision as to mortgages, these being now treated as a distinct species of instrument; but there were no words corresponding to those in the Act of 1845 making a bill of sale or mortgage which did not comply with the statutory requirements ineffectual for all purposes. The effect of this omission was considered in *Liverpool Borough Bank* v. *Turner* (1 John. & Hem. 159), where there was an unregistered contract to assign, when required, an interest in a ship as security for past and future advances; and it was held by Wood, V.C., that, notwithstanding the omission, the Legislature had shewn no intention to alter the policy of the previous Acts. The question, he said, was whether the Merchant Shipping Act, 1854, was, having regard to the omission of the words in question, to be considered as mandatory, or merely directory, with respect to the mode which it prescribed for carrying contracts into effect, because, "if the Legislature enacts that a transaction must be carried out in a particular way, the words that otherwise it shall be invalid at law and in equity are mere surplusage. Regarding the clause as mandatory, the property can pass in the mode specified, and in that only." In the result, and especially upon consideration of the principles of public policy involved in the strict construction of the requirements as to registration, Wood, V.C., held that the Act in respect of these was mandatory, and hence that the unregistered agreement in question was void. The same view was taken on appeal by Lord Campbell, C. (2 D. F. & J. 502), and here again considerations of public policy prevailed. "A disclosure of the true and actual owners of every British ship," said the Lord Chancellor, "is considered to be of the utmost importance with a view to the commercial privileges which British ships are entitled to, and still more with a view to the proper use and the honour of the British flag. To acknowledge the title of a totally different set of owners from that represented in the register would, I think, be at variance with the policy, and a violation of the enactments, of the Legislature."

But this construction of the Act of 1854, whether it was in accordance with the intention of the Legislature or not, was far too inconvenient in practice to be acquiesced in, and section 3 of the Merchant Shipping Act Amendment Act, 1862, was passed for the express purpose of securing the recognition of equitable interests in ships. Savings were introduced in favour of the provisions of the Act of 1854 for keeping notices of trusts off the register, in favour of the absolute power of disposition conferred on registered owners and mortgagees, and in favour of the exclusion of unqualified persons from the ownership of British ships; but, subject to these savings, it was provided that interests arising under contract or other equitable interests might be enforced by or against owners and mortgagees of ships in the same manner as in the case of any other personal property. The effect of this enactment was to validate unregistered dealings with ships, whether by way of sale or mortgage, as against the owner and as against persons subsequently claiming through him who did not place their title on the register. Moreover, there is no duty imposed on a mortgagee to register his mortgage, like the duty imposed on a transferee to register his bill of sale. Consequently he is not liable for any loss caused to persons subsequently advancing money in consequence of his mortgage not being on the register, nor, by reason merely of such loss, is he liable to be postponed to them. This was determined, and the nature of an unregistered mortgage discussed, in the judgment delivered by Lindley, J., in *Keith* v. *Burrows* (1 C. P. D. 722). There an assignee of freight claimed to hold it against a prior unregistered mortgage, the assignee having searched the register and satisfied himself there was no registered charge at the time

when he advanced money on the freight. It was held that the unregistered mortgage had all the ordinary incidents of a mortgage, save that it did not confer a legal title and was liable to be postponed to any mortgage appearing on the register. It confers upon the mortgagee the ownership of the ship, subject to a right of redemption in the mortgagor; and it confers upon the mortgagee the right to take possession. When he takes possession he is entitled to the freight as part of his security, and hence in the case in question the unregistered mortgagee was preferred to the assignee of the freight.

An unregistered mortgage having attained this measure of recognition, an attempt was made in *Black* v. *Williams* (*supra*) to place it in a still better position, and to obtain for it priority over a subsequent registered mortgage taken with notice. But a formidable difficulty in the way of this contention was presented by section 69 of the Act of 1854, which provides that where there is more than one registered mortgage of the same ship "the mortgagees shall, notwithstanding any express, implied, or constructive notice, be entitled in priority one over the other, according to the date at which each instrument is recorded in the register books, and not according to the date of each instrument itself." In terms this provision only applies for the purpose of determining priority as between registered mortgages; but it would be absurd to regulate registered mortgages solely by order of registration, notwithstanding any notice a subsequent mortgagee may have had of a prior mortgage then unregistered, and at the same time to let a mortgage which remained unregistered retain priority over a registered mortgage on the ground of notice. To do so, as VAUGHAN WILLIAMS, J., pointed out, would be to say that it was better to possess an equitable title than a statutory legal title, and he did not believe that the Act of Parliament meant or could have meant anything of the sort. Hence he held that where mortgagees of ships took with notice of debentures charging the ships, but secured themselves by registration, they had priority over the debenture-holders.

The law as expounded in the above cases does not appear to have been affected by the Merchant Shipping Act, 1894. Sections 24 and 31 reproduce the requirements that registered bills of sale and mortgages shall be in the required form; but equitable interests and the validity of unregistered mortgages are preserved by the re-enactment in section 57 of section 3 of the Act of 1862, while section 56, re-enacting section 43 of the Act of 1854, prevents notice, as was decided in *Black* v. *Williams*, from having an effect prejudicial to a registered mortgage.

THE OTHER SIDE OF THE QUESTION AS TO ORIGINATING SUMMONSES.

THE very able articles on the subject of originating summonses which have recently appeared in your columns will no doubt receive due consideration at the hands of the revisers of the Rules of the Supreme Court. The jurisdiction by originating summons covers so wide a field (particularly in the Chancery Division), and has proved of such great value, that it is desirable that the changes advocated by the writer should be looked at from all points of view. I make no apologies, therefore, for submitting for the consideration of your readers some objections to his proposals which occur to me.

In considering a proposal to abolish the originating summons, it is not unimportant to glance very briefly at its history. All who were familiar with the practice of the old Court of Chancery are aware that this method of procedure is no creature of the Judicature Acts, but has been in force ever since the year 1852, and owes its origin to the Chancery Procedure Act. It is true that the jurisdiction has of late years been greatly extended—(1) under the Rules of 1883, by the very useful provisions of ord. 55, rr. 3-5, which have done more than anything else to free the Chancery Division from the reproach of needless delay and expense caused to the suitors of the court by the useless accounts and costly inquiries which were the only too constant features of proceedings for administration under the old practice; (2) by the introduction in 1885 of the power to obtain in chambers orders for foreclosure or redemption (ord. 55, r. 5A). We have therefore to deal with a mode of procedure which has done good service for a period of nearly fifty years. Very strong grounds ought to be shown for interfering with practice so long established, and with the details of which practitioners are so familiar.

I do not at all share the writer's views that it is desirable to assimilate as far as possible all methods of procedure. On the contrary, there seem to me very good reasons for holding that where proceedings are intended to be conducted wholly in chambers there should be a distinct and separate practice applicable to such proceedings.

The suggestion of the writer is that in all cases where parties are required to appear the proceedings shall be commenced by writ, instead of by originating summons: the reasons for this change being twofold—(1) because of the expense incurred in amending originating summonses, and (2) because such summonses are not available for service out of the jurisdiction. With regard to the first point, the figures given by the writer as to the cost of amendments are sufficiently striking. Is it clear, however, that the course proposed will provide a remedy? It must not be forgotten that very many of the amendments now required will be just as necessary if a writ be substituted for a summons. For example, one of the most frequent reasons for amendment is to be found in the fact that in dealing with applications under ord. 55, r. 3, parties not before the court are required to be added. And, again, nobody with any accurate knowledge of the subject can be unaware that blunders in the titles of summonses under the Settled Land Acts are of daily occurrence. No alteration in the existing practice could possibly obviate the necessity of amending the initiating process (be it writ or be it summons) in cases such as these, which must be classed as *necessary* amendments. That there is any "official practice of requiring the form of the originating summons itself to be in the precise form of the order to be finally made by the court" is news to me. Such a requirement appears wholly unintelligible, having regard to the language of ord. 54, r. 9. Amendments insisted on under any such idea are *unnecessary* amendments. If, indeed, in any quarter such an "official practice" exists, the sooner it is put an end to the better, and, if needs be, by express provision.

The fact that an originating summons cannot be served out of the jurisdiction, no doubt, affords some argument in favour of the proposed change, though it is a far more serious grievance that notice of a judgment or order cannot be so served. Unfortunately, no small part of the recent friction in connection with originating summonses is due to this very question of foreign service. When the Rules of November, 1883, were passed providing for service abroad of (*inter alia*) originating summonses, it was found that the form of summons must be altered to accord with that of a writ, and machinery for issuing, &c., had to be devised, which added considerably to the cost. It is not necessary to enter at any length into the reasons for this. Those of your readers who are curious on the point will find the whole matter fully explained in your columns at the time (38 SOLICITORS' JOURNAL, p. 93). The unfortunate history of the rule is only too well known. The price which the suitors paid for the boon of foreign service in the shape of extra costs was not too great, if only they had secured the privilege. They have lost the privilege, whilst they continue to pay the penalty. Is it too much to hope that the Rule Committee will once more address themselves to this very serious question of service out of the jurisdiction, even if the operation of the rules on the subject be not extended to Scotland and Ireland? The cases in which the inability to serve out of the jurisdiction causes trouble are not so numerous in the case of originating summonses as to warrant on that account a dislocation of the practice, particularly as in such cases parties can proceed by way of writ. Failing any new rules allowing foreign service, it is very desirable that the form of the originating summons in existence before the Rules of November, 1883, should be restored. It would be even better if the original practice under which the summons was issued in chambers were revived, though in that case some device would have to be invented for assigning summonses to the judges of the Chancery Division.

The suggestion that for an originating summons asking for the express relief sought there should be substituted a writ, followed by an ordinary summons asking for relief, cannot be looked upon as offering a very neat or handy way of obtaining a decision of the court. It is, in fact, reverting to the expedient suggested by Sir GEORGE JESSEL in the case of *Re Birkett* (27 W. R. 163, 9 Ch. D. 576), and for which the procedure under ord. 55, r. 3, was substituted.

It is scarcely necessary to point out that, were the change advocated to be put in force, a very careful set of rules would have to be framed, and possibly a special form of writ prescribed, so as to avoid the trouble and expense which might otherwise be caused by an obstructive defendant demanding a statement of claim. Provision would also have to be made that in cases where, under the present practice, an order made on an originating summons is a final order, an order made on the chamber summons should also be considered as final—a somewhat singular result of an order made on an ordinary summons!

The writer has the courage of his opinions, and proposes that his remedy shall be applied even to the case of originating summonses under statute. He appears to think that the question is one of form merely. With great deference, I think that he has not apprehended all the questions involved. The very object of the summary jurisdiction of the court is to obtain without suit relief which would otherwise have to be obtained by action. A proceeding commenced by

writ is, by virtue of section 100 of the Judicature Act, 1873, an action. Once substitute a writ for an originating summons, this result follows—an application which the Legislature intended should be made without action can only be made by action. Thus A. pays into court under the Trustee Act a sum of money in his hands, for the express purpose of avoiding an action; he immediately finds himself party to an action for obtaining payment of the fund out of court. Again, to take another very familiar example. Applications under the Trustee Act, 1893, for the appointment of new trustees are of everyday occurrence; sometimes with respondents, as often with none. The writer, seeing the impossibility of prescribing a writ where there are no parties to be served, suggests the retention in such cases of the originating summons. Surely it would be a most glaring anomaly that an order to appoint a trustee in the one case should be an order made in an action, and in the other case should be an order made in a matter not being an action. Yet that would be the result.

The whole subject is one on which different opinions may well be held; but, for my own part, I am unable to see that there are any defects in the existing procedure which cannot be cured by rules of court. The balance of convenience appears to me to be in favour of the retention of the present mode of originating proceedings in chambers, rather than in recourse to new methods.

CHARLES BURNEY.

LEGISLATION IN PROGRESS.

HOUSE OF LORDS.—The following Bills, brought in by the Lord Chancellor, have been read a first time: Bill to amend the law of evidence; Bill for the citation of sundry Acts of Parliament.

HOUSE OF COMMONS.—Among the Bills which have been introduced and read a first time are the following: Bill to amend the procedure of the Liverpool Court of Passage (Mr. BIGHAM); Bill to provide for the appointment of judicial trustees, and otherwise to amend the law respecting the administration of trusts and the liability of trustees (Sir HOWARD VINCENT); Bill to amend the law respecting the transfer and exercise of Church patronage, and the admission to and avoidance of benefices, and to further amend the Pluralities Acts Amendment Act, 1885 (Viscount CRANBORNE); Bill for the redemption of the tithe rent-charge in England and Wales (Colonel LOCKWOOD); Bill to amend the law relating to the rating of hereditaments containing machinery (Mr. TOMLINSON); Bill to amend the law relating to mining easements (Mr. ATHERLEY-JONES); Bill to enable accused persons and their wives to give evidence in all cases determinable by justices (Mr. H. D. GREENE); Bill for the creation of a court of criminal appeal in certain cases (Mr. PICKERSGILL); Bill to provide for the payment of jurors (Mr. LLOYD MORGAN). There are also several Bills relating to the tenure and acquisition of land.

BOARDS OF CONCILIATION.—A Bill to confer additional powers on boards of conciliation and arbitration has been introduced by Sir ALBERT ROLLIT, and read a second time in the House of Commons. Clause 3 provides that any board, established either before or after the passing of the Act, which is constituted for the purpose of settling disputes between employers and workmen by conciliation and arbitration, and which consists of any number of persons representing employers and workmen in equal proportions, may apply to the Board of Trade for registration as a conciliation board. A conciliation board registered under the Act is to furnish such returns, reports of its proceedings, and other documents as the Board of Trade may from time to time require. By clause 5 proceedings for the settlement of disputes between employers and workmen through a conciliation board are to be conducted in accordance with the rules set out in the schedule to the Act. Conciliation boards, and arbitrators and umpires appointed under the Act, are to have power to examine witnesses on oath (clause 6), and the attendance of witnesses may be compelled by writ of subpœna (clauses 7 and 8); but the proceedings before arbitrators or a conciliation board are not to be admissible in evidence in an action, and no member or official of a conciliation board or other person is to be compellable in an action to give evidence, or to produce any correspondence or document, relating to proceedings under the Act (clause 9). The effective part of the Bill is contained in clauses 13 and 14. The former provides that "where the parties to any labour or trade dispute arising out of an existing agreement, enforceable at law, have agreed in writing to submit the matters to arbitration under the Act, the award on such submission shall be final, and may, on the application of either of the parties, if the High Court or a judge shall approve, be enforced in the same manner as a judgment or order of the High Court to the same effect; but there is a proviso excluding the power of a conciliation board to fix a rate of future wages, or a future price of labour or workmanship, save under the provisions of clause 14. The latter clause provides that if both or all the parties to any labour or trade dispute have agreed in writing to submit to arbitration under the Act any question dealing with the rate of future wages, or price of labour or workmanship, and have each deposited with the board of conciliation a sum of money to be forfeited by way of penalty in the event of a breach of the award, then the board shall insert in the award a clause providing that such penalty shall, upon breach by either party, be paid over to the other party. Clause 15 excludes the provisions of the Arbitration Act, 1889, from arbitrations under this Act.

REVIEWS.

PATENTS.

HANDY GUIDE TO PATENT LAW AND PRACTICE. By G. F. EMERY, LL.M., Barrister-at-Law. Effingham Wilson.

This is a useful and well-written little handy book, but we can hardly feel as sanguine as the author appears to be that the part of it which deals with non-litigious matters contains sufficient information to enable any capable person to dispense with professional assistance, or that the part of it which deals with litigation contains sufficient information to enable a solicitor, without further assistance from books, to conduct any kind of patent action. The pitfalls which encompass the law and practice of letters patent are so numerous and frequently so obscure, that we should question the wisdom of anyone, not an expert, who ventured to dispense with all assistance but what is to be found here. This is a doubt which is founded on the nature of things, and not on any distrust of the author's ability, which has enabled him to produce a short and compendious treatise containing a considerable amount of valuable and well-digested information. Considerations of space are probably accountable for the absence of any print of the Acts and rules, such as we usually expect to find in a book of this kind; but although most, if not all, of the material provisions can be picked out of the text, it is very trying for a searcher to be deprived of the opportunity of referring to any copy of the Acts as a whole.

BOOKS RECEIVED.

Metropolitan Sanitation, with Appendix containing the Public Health Act, 1891, &c. By W. HERBERT DAW, F.S.I. Frank P. Wilson, *Estates Gazette* Office.

Report of the Eighteenth Annual Meeting of the American Bar Association, held at Detroit, Michigan. Philadelphia: Dano Printing and Publishing Co.

CORRESPONDENCE.

REG. v. *INCORPORATED LAW SOCIETY.*

[*To the Editor of the Solicitors' Journal.*]

Sir,—You reported this case in the WEEKLY REPORTER, Vol. 44, p. 687, on the refusal of the Divisional Court to grant a *mandamus* against the Incorporated Law Society, and I observe in your review of the work of Messrs. Trevor and Lake that you discuss the case (SOLICITORS' JOURNAL, p. 208, of this year).

The case was before the Court of Appeal on the 10th inst., and it confirmed the decision of the Divisional Court upon the technical point that a *mandamus* will not lie against the society, but held that the conduct of the solicitors, after refusal by the committee to bring in a report, could be brought before the court on motion (*ante*, p. 261). That course I have now adopted, and the motion has been set down for hearing, which will raise the question whether or not the committee are justified in refusing to direct any inquiry herein on the merits.

As it was stated in court that the names of the solicitors should not be mentioned, I subscribe myself

London, February 13th. THE PETITIONER.

[The above letter was received too late for publication last week.—ED. *S. J.*]

THE CHANCERY TAXING MASTERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am sure that the solicitors' branch of the legal profession will agree with me in thinking that more than a reasonable time has elapsed for the filling up of the appointment rendered vacant by the retirement of Mr. Buckley, one of the Chancery taxing masters; and it is now time to insist on the necessary appointment being made. I say *insist* courteously and advisedly, as the suitors pay the fees out of which the necessary salary is provided and paid, and in consequence they are entitled to see that a sufficient number of masters are

appointed to perform the duties of the office in a reasonable and sufficient time; and it is the duty of solicitors to look after their suitors' interests in this matter, the suitors being their clients.

In 1893 the Criminal Statistics and the Judicial (Civil) Statistics were separated and published separately, and, to the inconvenience of those who take an interest in the statistics, neither criminal nor civil judicial statistics have been published since that year. I therefore cannot give the particulars of the fees earned by the Chancery taxing masters for the years 1894 and 1895, but the following appears at page 4 of the (Civil) Judicial Statistics for 1893 :—

Taxing Masters.	Number of orders and references for taxation brought in.	Number of bills taxed.	Number of certificates made.	Total amount of fees.	Total amount of costs.
Taxing Master Baker's Office	691	1,449	649	£3,511 19 0	£127,754 0 1
Do. Buckley's Office ...	693	1,382	625	3,034 19 0	110,449 3 7
Do. Davidson's Office ...	589	1,143	562	3,529 11 0	128,887 5 2
Do. Longbourne's Office ...	630	1,160	556	3,558 9 0	91,833 17 3
Do. Ryland's Office	655	1,415	600	4,201 1 0	157,916 14 10
Do. Shearme's Office ...	670	1,203	556	2,957 17 0	107,665 7 1
Do. Spofforth's Office ...	546	1,083	540	3,130 5 0	118,376 13 2
Total	4,474	8,835	4,088	£23,924 1 0	£842,883 1 2

The salary of a Chancery taxing master is now only £1,500 a year; formerly it was £2,000 a year. The above figures shew conclusively that the Chancery taxing masters and their clerks cost the country nothing; they are paid by the suitors' fees, and a large profit—many thousands a year—is made in their offices. There is therefore no justification for not filling up the office; and if any attempt is made or contemplated to readjust and disturb this office it must be vigorously opposed, as was the attempt made in the last Session of Parliament to pass the Supreme Court (Officers) Bill, as to which you kindly inserted a letter of mine in April last.

JAMES RAWLINSON.

Upper Holloway, N., 20th February.

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

THE following Rule is published pursuant to the Rules Publication Act:—

RULE under the Law of Distress (Amendment) Act, 1895.

The date referred to in Rule 2 of the Rules dated November 29, 1895, under the Law of Distress (Amendment) Act, 1895, as "the commencement of the Act," is the 6th of July, 1895, and the said Rule shall be construed and take effect accordingly.—February 13, 1896.

(Signed and certified as urgent)

HALSBURY, C.

Copies of the above Rule may be obtained from the Queen's Printer.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 12th day of February, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice CHITTY (1894—N.—No. 21).

John Henry Newman and another v. The Variety Automatic Supply Stores Limited.

Mr. Justice CHITTY (1895—W.—No. 783).

Samuel Wheeler v. The Variety Automatic Supply Stores Limited.

HALSBURY, C.

A circular has been issued by the Secretary to the Local Government Board to the clerks of the various parish councils stating that the Board have issued an order prescribing rules for the election in the present year of parish councillors. Monday, March 9, is fixed by rule 1 of the order as the day for the parish meeting for the election, and by rule 2 the notice of the meeting must be published at least seven clear days before that date. The duty of fixing the hour for the meeting, not being earlier than six o'clock in the evening, and of giving public notice of the meeting, is imposed by the rules on the chairman of the parish council. If the chairman from illness or other sufficient cause is unable to discharge these duties, or if there is no chairman, it will devolve upon the clerk to discharge them.

CASES OF THE WEEK.

Court of Appeal.

HARDAKER AND ANOTHER *v.* IDLE DISTRICT COUNCIL AND ANOTHER —No. 2, 17th February.

NEGLIGENCE—DISTRICT COUNCIL—CONTRACTOR—PRINCIPAL AND AGENT.

This was an application by the plaintiffs for judgment or for a new trial. The action was brought by a husband and wife against the Idle District Council and Abraham Thornton, a contractor, for having in the construction of a sewer been guilty of negligence by omitting to keep a gaspipe supported, so that it became fractured, and the gas escaped into the plaintiffs' house, and exploded, whereby the male plaintiff's furniture in the house was wrecked and the female plaintiff was injured. The facts were as follows. On the 10th of October, 1894, the district council gave notice, under the provisions of the Public Health Act, 1875, s. 150, to the male plaintiff to make a sewer in Moorfield-place, he being the owner of a house abutting thereon. The notice was not complied with; and the council, as they lawfully might do under the provisions of the section, proceeded to execute the work mentioned in the notice. The district council employed the defendant Thornton to execute the work. By the contract made between Thornton and the district council, it was agreed that the contractor should execute the works in the most workmanlike and substantial manner, particular attention being paid to any directions or instructions which the inspector appointed by the district council to superintend the work might from time to time give as the works proceeded. Power was given to the inspector, in the event of the contractor's foreman or his workmen disobeying his orders, to forthwith discharge them; and also to stop the works at any stage, and to enlarge, diminish, modify, or vary the works or any part thereof, which, however, was not to annul the contract. It was further agreed that the care of the entire works until completed should remain with the contractor, who should be responsible for all accidents and damage to persons or property arising from the works, and that the contractor should protect all gaspipes which might be laid bare or otherwise interfered with. It was proved that the contractor had been guilty of negligence by insecurely packing the soil around a gaspipe in use after the excavation had been made for the sewer whereby the gaspipe was broken and the gas escaped. Wright, J., gave judgment for the plaintiffs against the contractor for £45, but held that there was no case against the district council. The plaintiffs in their present appeal contended that the district council were also liable. At the conclusion of the arguments the court reserved its decision.

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.), allowed the appeal.

LINDLEY, L.J., read a judgment, in the course of which he said that the powers conferred by the Public Health Act, 1875, on the local board could only be exercised by some person or persons acting under their authority. Those persons might be servants of the local board or they might not. The local board were not bound in point of law to do the work themselves—*i.e.*, by servants of their own. There was nothing to prevent the local board from employing a contractor to do their work for them. But the local board could not by employing a contractor get rid of their own duty to other people, whatever such duty might be. If the contractor performed their duty for them, it was performed by them through him, and they were not responsible for anything more. They were not responsible for his negligence in other respects as they would be if he were their servant. Such negligence was sometimes called casual or collateral negligence. If, on the other hand, their contractor failed to do what it was their duty to do or get done, their duty was not performed, and they were responsible accordingly. His lordship referred to the following cases as illustrating this principle: *Reedie* v. *London and North-Western Railway Co.* (4 Ex. 244), *Hole* v. *Sittingbourne and Sheerness Railway Co.* (6 H. & N. 488), *Pickard* v. *Smith* (10 C. B. N. S. 470), *Gray* v. *Pullen* (5 B. & S. 970), *Wilson* v. *Merry* (1 Sc. App. 341), *Tarry* v. *Ashton* (1 Q. B. D. 314), *Bower* v. *Peate* (1 Q. B. D. 321), *Angus* v. *Dalton* (6 App. Cas. 829), *Percival* v. *Hughes* (8 App. Cas. 443), *Black* v. *Christchurch* (1894, A. C. 48). He then proceeded to consider the duty of the district council in the present case. Their duty in sewering the street was not performed by constructing a proper sewer. Their duty was not only to do that, but also to take care not to break any gaspipes which they cut under. This involved properly supporting them. That duty was not performed. They employed a contractor to perform their duty for them, but he failed to do so. It was impossible to regard this as a case of collateral negligence. The case was not one in which the contractor performed the district council's duty for them, but did so carelessly. The case was one in which the duty of the district council, so far as the gaspipes were concerned, was not performed at all. It was contended for the district council that although they might be liable to the owner of the gaspipes they were not liable to the plaintiff as they were under no duty to him. But that was not consistent either with *Gray* v. *Pullen* (*ubi supra*) or with *Tarry* v. *Ashton* (*ubi supra*), in neither of which was the defendant under any duty to the plaintiff except as one of the public. On these grounds his lordship was of opinion that the district council were liable to the plaintiff. It was contended that the relation of the district council to Thornton was that of master and servant. Of course, if that were so, the liability of the district council would be clear enough. But he was of opinion that that contention could not be supported. It was not proved that the surveyor gave orders which led to the mischief, and, large as his powers were, Thornton was not the servant of the defendants: *Reedie* v. *London and North-Western Railway Co.* (*ubi supra*) and *Steel* v. *South-Eastern Railway Co.* (16 C. B. 550) supported that conclusion. With respect to

the remoteness of damages little need be said. The nature of gas, its certainty to escape and to find its way wherever it could get, and to explode if it escaped in large quantities and came into contact with fire, all rendered the breaking of a gas main very dangerous if houses were near. The fact, moreover, that free escape upwards through the surface was greatly hindered by the hardness of the surface after it was left by the contractor, tended to force the gas laterally to some considerable distance, and very probably into some passage or place near a fire. Such an accident as had happened was only what was reasonably to be expected: *Sharp* v. *Powell* (L. R. 7 C. P. 253) therefore did not apply to the present case. The appeal therefore would be allowed, and judgment entered for the plaintiffs.

A. L. SMITH and RIGBY, L.JJ., concurred.—COUNSEL, *Tindal Atkinson*, Q.C., and *Langstaffe*; *Kershaw*, Q.C., and *Waugh*. SOLICITORS, *Jacques & Co.*, for *Samuel Wright*, Bradford; *Flower, Nussey, & Fellowes*, for *Killick, Hutton, & Vint*, Bradford.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

WILKINS *v.* **WILKINS**—No. 2, 19th February.

PRACTICE—MOTION FOR NEW TRIAL—EXTENSION OF TIME—SUPREME COURT OF JUDICATURE ACT, 1890 (53 & 54 VICT. c. 44).

In a divorce action this was an application by the husband for an extension of the time for appealing, or for moving for a new trial to set aside the verdict of the jury at the trial on the 18th of January, 1895. In February, 1854, George Rickard and Emma Hand were married at Plymouth. Rickard was at that time a ship's carpenter in the Royal Navy, serving on board the *Magicienne*. A few days after the marriage the Crimean War broke out, and the *Magicienne* was ordered out to the Baltic. Rickard remained on the *Magicienne* until the conclusion of the war in 1856. He then returned home and lived with his wife. In 1857 he joined the *Indus*, and was sent out to the West Indies. He soon deserted, and returned to England in 1858, living for one day with his wife at Plymouth. In order to avoid observation, he then went to the United States, and was never seen or heard of by his wife until quite recently. On the 13th of May 1865, Emma Rickard married John Wilkins (the petitioner), the period of seven years since she had last seen her first husband not having quite elapsed. Wilkins was aware that his wife had been previously married, but was informed and believed that the first husband was dead. There were no children by the first marriage, but there were several by the second. Wilkins and his wife separated by mutual consent in January, 1883. On the 16th of December, 1892, the wife presented a petition for judicial separation, on the ground of her husband's adultery. On the 15th of April, 1893, the husband filed his answer, denying the adultery and pleading unreasonable delay, and that the marriage was invalid, the wife being already married and her first husband being still alive. In May, 1893, the wife traversed these pleas. In July, 1893, the husband filed a cross-petition for nullity of marriage. The two suits were consolidated, and came on for trial before the President and a special jury in January, 1895. The cross-petition was by leave withdrawn. The jury found that Wilkins had committed adultery, and that the first husband was not alive at the date of the second marriage. A decree for judicial separation was accordingly made. In September, 1895, Wilkins received a letter from Rickard's brother saying that Rickard had arrived in this country and was staying at his house. Wilkins having satisfied himself of the identity of Rickard, on the 20th of October, 1895, presented a petition for nullity of marriage. On the 4th of December, 1895, the wife filed her answer, denying that George Rickard was alive, and pleading the previous suit as a bar. On the 14th of January, 1896, the trial came on before Barnes, J., without a jury. George Rickard was called and gave evidence, and his identity was established. Barnes, J., adjourned the further consideration until an application had been made to the Court of Appeal either for a new trial or to set aside the verdict of the jury in the first action. The application was made in the first instance *ex parte* to the Court of Appeal for an extension of time, which was granted. On the case coming on, on motion,

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) allowed the application on terms.

LINDLEY, L.J., said that they had come to the conclusion that the point of law was governed by the Supreme Court of Judicature Act, 1890. They had power to extend the time for a motion for a new trial, and this was a case in which they ought not to refuse leave. There must be some method of getting rid of the difficulty created by the verdict of the jury in the first trial. They were all impressed with the extreme hardship of granting leave without imposing terms on the husband. He said he was willing to continue the allowance of 12*s.* per week which he made to his wife under the separation deed of 1883. Seeing that the wife was now aged sixty-four, the court did not think that 12*s.* a week was enough, and they would not give leave unless the husband undertook to pay his wife £1 per week.

LOPES, L.J., was of the same opinion, and had not the slightest doubt that the court had power to extend the time; and leave ought to be given in this case in order that the verdict of the jury might be set aside, on the terms which had been already mentioned.

KAY, L.J., was also of opinion that there was jurisdiction to extend the time, and that this was a case in which it should be extended.—Application granted. The order would be, "The petitioner and respondent being satisfied that the first husband is still alive, set aside the verdict and decree by consent," the result being that Barnes, J., would be in a position to adjudicate on the petition for nullity of marriage without being estopped by the verdict in the first action.—COUNSEL, *Inderwick*, Q.C., and *Bargrave Deane*; *Bayford*, Q.C., *H. A. Forman*, and *F. O. Robinson*. SOLICITORS, *Lewis & Lewis*; *Edwin Hughes*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

THWAITES *v.* **COULTHWAITE**—Chitty, J., 15th February.

GAMING—PARTNERSHIP—ILLEGAL BUSINESS—BOOKMAKER—BETTING ACT, 1853 (16 & 17 VICT. c. 119), s. 3—PLACE USED FOR BETTING—TATTERSALL'S ENCLOSURES AT RACES—ACCOUNT.

This was an action by the plaintiff, who was described as a turf commission agent or bookmaker, for an account of a bookmaking partnership entered into with the defendant, a bookmaker. The partnership was an oral one, made on the 21st of August 1894, by the terms of which the plaintiff contributed one-fourth part of a capital of £1,000, and was to receive a net share of the defendant's book. The defendant having attended some four or five race meetings, the plaintiff on the 12th of September, 1894, wrote a letter exhibiting some uneasiness and asking for his cheque for £250 to be returned, adding that he would not trouble the defendant to reckon up the book, and also telling him to withdraw his name from the St. Leger meeting, then shortly to be held. The defendant wrote in reply, enclosing a cheque for £250, and saying that he would "settle up when squared up." The plaintiff alleged large profits, and claimed a fourth share. The defendant offered the plaintiff about £20, and, this being declined, paid the sum into court. The main defence to the action was that the partnership business was an illegal one. It was contended for the defendant that the plaintiff was well aware that the business of a cash bookmaker—which appeared to be the turf description of this business—could not be conducted in Tattersall's enclosures without contravening the Betting Act, 1853, and that, whereas it was the custom of the "large men" who booked principally credit commissions to conduct their business without display or ostentation, it would be the custom of men like the defendant, who sought cash bets, to attract as much of the attention of the public as they could by their get up and appliances, such as a large book with owner's name on it, a bag, and betting tickets, and, above all, a portable, collapsible box to be used in Tattersall's enclosures in contravention of rules, for the bookmaker to stand on. It appeared that the defendant confined his operations at race meetings to betting in the enclosure, and that he did not bet on the course.

CHITTY, J., said that the partnership was a partnership at will. The most important defence was that the partnership was an illegal one, having been formed for a purpose forbidden by the Betting Act, 1853 (16 & 17 Vict. c. 119). The first question which arose was whether the business of a bookmaker was necessarily illegal—that was to say, whether such a business must necessarily be carried on in such a manner as to fall within the prohibitions of the statute referred to. The answer to that appeared to his lordship to be in the negative. The Gaming Act, 1845 (8 & 9 Vict. c. 109), as was well known, merely avoided wagering contracts. A man, however, might make many bets or a single bet; he might habitually bet and carry on a bookmaker's business, provided that he did not fall within the prohibitions of the Act of 1853. That a bookmaker's business might be carried on without contravening the statute was shewn by the case of *Doggett* v. *Catterns* (13 W. R. 160, Ex. Ch. *ib.* 300; 19 C. B. N. S. 765), where it was held that a man who was in the habit of standing at a table placed by him under a tree in Hyde Park for the purpose of making bets with persons resorting thereto was not contravening the Act. There then came the question, Did the parties here, when they entered into this contract, contemplate that the business when carried on should be carried on in an illegal way, although nothing was said at the time about that? The partners were not owners or occupiers of any house, office, or room, or other place kept for betting with persons resorting thereto, and therefore plainly did not fall within section 1 of the Act. The point made for the defendant turned on section 3, which was directed against persons using a room or other place for betting. The plaintiff's evidence was to the effect that he contemplated that the business would be carried on in the way in which such a business is carried on in Tattersall's enclosures at race meetings. In reference to bookmakers standing in the enclosure on boxes, it appeared that the rules of Tattersall's enclosure forbade such boxes to be brought in or used. But it was said by the defendant that, notwithstanding the rules, the boxes were used by bookmakers, for they were in the habit of "squaring" the gate-keeper. The result of the evidence was that, although the defendant himself in some instances might have smuggled in and used the box—he being the active partner and doing the betting business—yet the plaintiff himself did not anticipate that mode of carrying on business. The gist of all this dispute of the use of a box or like contrivance was that it brought up a question which had often been mooted. What was "a place" for the purposes of betting within the meaning of the Act of 1853? It was obvious, whether a man was betting or not betting, he must be in a place. But on the construction put on the words of the Act the word "place" was not used in it in its most general sense. The courts had frequently been called on to decide what was the meaning of the word as used in that well-known Act. The question here turned on section 3. A place, to be a place within section 3, must be in some sense fixed and ascertained. The courts had declined to define a meaning for the word, for no definition was made by the Act, and what the courts had to do was to apply the Act to the circumstances of each particular case. A place might unquestionably be an uncovered place: *Eastwood* v. *Miller* (22 W. R. 799, L. R. 9 Q. B. 440), a case under section 1. It might be a little bay or hoarding supported by stays on a quay side, as was decided in *Liddell* v. *Lofthouse* by Lindley and Kay, L.JJ., in the

Divisional Court on the 13th of February, 1896 (the *Times*, February 14th, 1896). It might be a temporary wooden structure erected on a strip of ground bounded by an iron railing, which surrounded the enclosure, with a line of desks fronting both ways: *Shaw* v. *Morley* (16 W. R. 763, L. R. 3 Ex. 137). The court held the structure, although open to the air, to be both an office and place within section 3. Then there came the well-known umbrella case—*Bows* v. *Fenwick* (22 W. R. 804, L. R. 9 C. P. 339)—where the bookmaker fixed an umbrella in the ground, the umbrella being capable of sheltering seven or eight persons, and being kept up all the day, the day being only a showery one. The court had no difficulty in saying that the umbrella was a place within the Act. To come back to the question, Was it the intention of the parties that the betting business should be carried on at a place within the meaning of the Act, and did the plaintiff contemplate that it should be carried on by means contravening the rules as to Tattersall's enclosures? His lordship was satisfied that the business of bookmaking could be carried on in Tattersall's enclosures without violating the Act. Did the plaintiff intend that the business should be carried on illegally? No doubt some cunning bookmakers carried on business in the way described by the defendant. He, however, held that on the evidence the plaintiff was not aware that the business was to be so carried on. There was another alternative—namely, that the plaintiff might have become aware that the business was in fact being carried on illegally. But no case of that kind was made. The result, therefore, was that the plaintiff was entitled to an account, with costs up to and including judgment. Further costs would be reserved.—Counsel, *Levett*, Q.C., and *Moyses*; *Younger*. Solicitors, *T. H. Philpots*, for *Thos. Platts*, Blackburn; *Radford & Frankland*, for *Bowden & Widdowson*, Manchester.

[Reported by J. F. Waley, Barrister-at-Law.]

COCHRANE *v.* **EXCHANGE TELEGRAPH CO. (LIM.)**—Chitty, J., 6th, 7th, 8th, 11th, and 12th February.

Telegraph—Telegraph Company—Licence of Postmaster-General—Monopoly—Rights of General Public—Telegraph Acts, 1863 (26 & 27 Vict. c. 112), ss. 2, 3, 41; 1868 (31 & 32 Vict. c. 110), s. 2; 1869 (32 & 33 Vict. c. 73), ss. 3, 4, 5.

The defendants were a company registered in 1872 under the Companies Acts. Under a licence from the Postmaster-General, and with the leave of the Stock Exchange Committee, the defendants were in the habit of collecting and transmitting tape prices to their subscribers, of whom the plaintiff was one. By the order of the Stock Exchange Committee they ceased to supply or transmit tape prices to the plaintiff, who was an outside broker. The plaintiff sued them on their special contracts with him, and also as one of the public, at common law and under the special provisions of the Telegraph Acts. The latter points alone are of interest. The plaintiff contended that the company were, first, monopolists, and, secondly, a telegraph company within the Telegraph Acts, 1863 to 1869, and were consequently bound to transmit any prices that the plaintiff might succeed in getting a friend on the Stock Exchange to send him, though they were not, of course, bound to collect such information themselves. He relied on the Statute of Monopolies, 21 James 1, c. 3 (Chitty's Statutes "Patents," p. 1), and on the case of *Allutt* v. *Inglis* (12 East. 527) as shewing that a monopolist is bound to supply the public at reasonable prices. As to his statutory rights, section 41 of the Telegraph Act, 1863 (26 & 27 Vict. c. 112), provided that "every telegraph of the company shall be open for the messages of all persons alike, without favour or preference"; and by section 2 the Act applied "to every company to be hereafter authorized by special Act of Parliament to construct and maintain telegraphs." Section 3 defined the term "the company" as including future and existing companies. This Act was incorporated by the Telegraph Act, 1868 (31 & 32 Vict. c. 110), and by section 2 the term "the company" in those Acts was to include the Postmaster-General. The Telegraph Act, 1869 (32 & 33 Vict. c. 73), incorporated the Act of 1868, and, subject to certain exceptions, gave the Postmaster-General and his licensees under section 5 a monopoly. By section 3 the term "telegram" was defined to mean "any message or other communication transmitted or intended for transmission by a telegraph," and "telegraph company" meant "any company, corporation, or persons for the time being engaged in transmitting . . . telegrams . . . for money or other consideration." So long as the licence of the Postmaster-General lasted the defendants were bound at common law as monopolists, and by section 41 of the Telegraph Act, 1863, as a telegraph company, to transmit all messages or information handed in by any of her Majesty's subjects.

Chitty, J., said the argument had begun with the statute of James, but he would pass it over as beside the matter. He was unable to follow the argument as founded on the general law of monopolies. The case of *Allutt* v. *Inglis*, in which a real monopoly was in question, was entirely distinguishable, and had little bearing on the present case. Then as to the Telegraph Acts. The plaintiff contended that under section 41 of the Telegraph Act, 1863, all her Majesty's subjects had a right to go to the central office and send messages to subscribers. That argument was unfounded. The company referred to in section 41 was a company "authorised by special Act to construct and maintain telegraphs." His lordship need scarcely say the defendants were not a company authorized by any special Act of Parliament. Then it was said the defendants had transmitted to them through the Postmaster-General part of the Postmaster-General's monopoly under the Telegraph Act, 1869. This Act was the first to confer the monopoly on the Postmaster-General, and by section 4 it conferred the monopoly "save as hereinafter provided." There was therefore an exception on the face of the Act. Then came section 5, under which the Postmaster-General was empowered to grant licences. Section 5 read as follows: "There shall be excepted from the exclusive privileges of the Postmaster-General all telegrams of the following description (that is to say) . . . telegrams transmitted with the written licence or consent, either special or general, of the Postmaster-General. . . ." On the face of the statute the Postmaster-General did not transfer part of his monopoly, because the rights which he granted were, on the face of it, not within his monopoly. There were many other exceptions in section 5 clearly shewing what the intention of the Legislature was. Here the Postmaster-General granted a licence. That licence imposed no duty on the defendants enforceable by the outside public. He had not made them, nor were they in fact, monopolists. There was no duty cast on them by common law or statute which entitled the plaintiff to sue them apart from contract, and on these points the plaintiff failed.—Counsel, *Robson*, Q.C., and *T. Hall Hall*; *Byrne*, Q.C., and *Montague Shearman*. Solicitors, *Wontner & Sons*; *Nicholson & Crouch*.

[Reported by G. Rowland Alston, Barrister-at-Law.]

FRAMPTON *v.* **T. WHITE & SONS.**—North, J., 14th February.

Building Agreement—Trespass—Licence.

This was a motion to restrain trespass upon a private road and land, of which the plaintiff had a right to call for a lease under an agreement, provided that he erected certain buildings. The defendants did not appear, but had written letters which were in evidence admitting that they could not justify what had been done. It was submitted that the plaintiff had a limited right of possession, and would be entitled to call for a lease, and that that was sufficient to entitle him to restrain trespass. In any event the defendants ought to be restrained from interfering with the plaintiff's rights under the agreement.

North, J., said that the plaintiff was a licensee, entitled to go upon the land to build, but not entitled to bring an action for trespass. He had no estate whatever in the *locus in quo*, but only a right of entry thereon for the purposes of the agreement, similar to that of the plaintiff in *Laird* v. *Briggs* (19 Ch. D. 23). He could not, therefore, deal with that part of the notice of motion that sought to restrain trespass. He would, however, grant an injunction restraining the defendants from taking horses, carts, or material across the land coloured red and yellow (on the plan exhibited to the plaintiff's affidavit) or any part thereof so as to interfere with the rights of the plaintiff under his agreement.—Counsel, *Jenkins*. Solicitor, *H. Savidge*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

***Re* BERRY, DUFFIELD** *v.* **WILLIAMS**—Stirling, J.

Practice—Pending Action—Bankruptcy of Defendant—Receiving Order—Official Receiver Wrongfully Added as a Party under R. S. C. XVII., 4—Bankruptcy Acts, 1883 and 1890.

This was a summons taken out by Mr. Llewellyn Hugh Jones, the official receiver at Wrexham, and acting in the bankruptcy of John Lewis, one of the defendants in the above action, asking that an order of course dated the 4th of November, 1895, whereby he was added as a defendant in the action, might be discharged. The defendants Williams and Lewis were the executors and trustees of the will and codicil of the testatrix Ann Berry deceased, who died on the 14th of January, 1879, and they duly proved the same on the 13th of March, 1879. By her said will and codicil the testatrix devised and bequeathed all her estate to her trustees, upon trust to sell and convert the same into money, and after payment thereout of her funeral and testamentary expenses and certain legacies, to invest and hold the residue upon trust, as to £2,000 thereof to pay the income to her sister Harriet Berry for life, and subject thereto to pay the income of the residue to her sister Alice Duffield for her life, with remainder to the children of the said Alice Duffield in equal shares. Alice Duffield died on the 29th of November, 1892, leaving her sister Harriet and several children surviving her. On the death of Alice Duffield, her children, the plaintiffs in this action and all *sui juris*, were unable to obtain a satisfactory account from the trustees, the defendants, in respect of the residue bequeathed to them by the will of the testatrix, and consequently, on the 14th of March, 1894, they commenced the present action for accounts, inquiries, and if necessary administration, of the estate of the testatrix. On the 30th of April, 1894, an order was made for an account, and the chief clerk, by his certificate dated the 5th of April, 1895, certified the sum of £2,245 3s. 5d. to be due from the defendants. The defendants took out a summons to vary the said certificate, and the plaintiffs likewise issued a summons for payment into court of the said sum of £2,245 3s. 5d., both of which are still pending. On the 24th of June, 1895, a receiving order was made against the defendant John Lewis, on his own application, by the Wrexham County Court, and the official receiver, the said Llewellyn Hugh Jones, became the receiver of his estate. The said John Lewis has not yet been adjudicated a bankrupt. By an order made on the 4th of November, 1895, under ord. 17, r. 4, on the application of the plaintiffs, the said L. H. Jones was added as a defendant to this action, and from this order the said L. H. Jones now sought to be relieved.

Stirling, J., after stating the facts as above set out, continued:—The order is sought to be justified under ord. 17, r. 4, which is as follows: "Where, by reason of marriage, death, or bankruptcy, or any other event occurring after the commencement of a cause or matter and causing a change or transmission of interest or liability, or by . . . it becomes necessary or desirable that any person not already a party, should be made a party . . . ., an order that the proceedings shall be carried on between the continuing parties and such new party or parties may be obtained *ex parte* on application to the court or a judge, upon an allegation of such change or transmission of interest or liability, or of such person interested having come into existence." It is said that an event—i.e., the making of a receiving order—has occurred since the commencement of the

action, "causing a change or transmission of interest or liability," which renders it necessary or desirable that a person not already a party—*i.e.*, the official receiver—should be made a party to the action In order to decide whether or not this is so, it will be necessary to carefully consider the provisions of the Bankruptcy Act now in force. The sections which appear to me to be material to the present question are these: Bankruptcy Act, 1883, ss. 5, 8, 9, 10, sub-section 2; ss. 15, 19, 20, 39, 57, 68, 70, 72; Schedule I. of same Act. rules 1, 8, 9; Schedule II., rules 2, 22, 27; Bankruptcy Act, 1890, ss. 3, 12, 14, 16, 17. [His lordship read the sections of the Bankruptcy Acts enumerated above, and continued:—] On these sections it appears to me that no estate or interest has become vested in the official receiver: *Rhodes* v. *Dawson*, 34 W. R. 204, 16 Q. B. D. 548, 553-4). I think, therefore, that the making of the receiving order has not caused any change or transmission of interest, and if the defendant Lewis had been a plaintiff in the action, asserting his rights against some person or persons in this court, it appears to me that the defendant or defendants in such an action could not have insisted that under ord. 17, r. 4, the official receiver ought to be made a party to the action. Now at what time, according to the provisions of the Bankruptcy Acts, will a change or transmission of interest or liability occur? One or other of the three following events may happen—*i.e.*: (1) The defendant may be adjudicated a banbrupt; (2) a composition or scheme may be made; (3) the defendant may pay his debts. If the first event happen, the estate will vest in the trustee in bankruptcy, and then there will be a change of interest; if the second event occur and a composition is accepted and approved, then under section 3 of the Bankuptcy Act, 1890, I think that a change of liability will only be caused when the scheme or composition has become binding, that is to say, when it has been accepted by the creditors and approved by the court. Whether or not the change of liability entails a change of interest depends on whether or not the scheme provides for the appointment of a trustee in whom the debtor's property is vested. In the third event—*i.e.*, if the defendant pay his debts—of course, no change of interest or liability will take place. Consequently I think that no change in interest or liability will occur until a composition or scheme has been approved by the court, or an adjudication in bankruptcy has been made. Now, it may be (as the cases cited to me in argument appear to shew) that, subject to the question of obtaining the leave of the Bankruptcy Court under section 9 of the Bankruptcy Act, 1883, the plaintiffs in this action will be entitled to join the trustee in bankruptcy, or of any composition or scheme, as a party under ord. 17, r. 4, because a change of liability or interest will have occurred; but I think that the official receiver stands in an entirely different position, for he has no estate vested in him, nor has he any power to bring or defend actions, which, of course, the trustee in bankruptcy may do The object of his appointment is to protect the estate (section 5). His duties, so far as they relate to the administration of the estate, are confined to its management and protection, and his powers for that purpose are defined by reference to those of a receiver appointed by the High Court (section 70, sub-sections 1 and 2). He has no power as official receiver to divide the estate or any part of it among creditors, a thing which may be done by the trustee in a bankruptcy or of a scheme or composition. He has power to receive and deal with proofs, but only because the persons who may vote at meetings must first have proved as creditors. I think that sections 9 and 10 of the Act of 1883 shew by their language that the official receiver was not intended to be mixed up in actions pending against the debtor. Section 9 prohibits the "commencing" of actions or proceedings, and I agree with the opinion expressed by North, J., in *Re Wray* (36 W. R. 67, 36 Ch. D. 138, 143), that it has no reference to proceedings actually pending against the debtor personally at the date of the receiving order. Such pending proceedings are dealt with by section 10. Sub-section 1 of this section applies to the interval between the presentation of the petition and the making of the receiving order; but sub-section 2 applies at any time after the presentation of the petition. The idea seems to be that actions and other proceedings pending against the debtor are to go on, unless stayed either by the Court of Bankruptcy or the court in which they are pending in the exercise of the discretion vested in it. In this case the Bankruptcy Court has not seen fit to interfere, and I do not think that this court ought to interfere until there occurs a change of interest or liability within the meaning of ord. 17, r. 4, which in my opinion has not yet happened. I think, therefore, the order must be discharged.—COUNSEL, *M. Ingle-Joyce*; *Hastings*, Q.C., and *David Begg*; *Buckley*, Q.C., and *Medd*; *E. S. Ford*. SOLICITORS, *Walter Murton*; *Duffield & Bruty*; *Simpson & Co.*, for *Kelly & Keene*, Mold; *Moore & Davies*, for *Lewis & Son*, Wrexham.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Re **WASSELL, WASSELL** *v.* **LEGGATT**—Romer, J., 17th February.

MARRIED WOMAN—SEPARATE USE—TRUSTEE—HUSBAND (BEFORE MARRIED WOMAN'S PROPERTY ACT, 1882) TAKING POSSESSION OF PROPERTY SETTLED TO SEPARATE USE—NOTICE OF TRUST—CONSTRUCTIVE NOTICE—STATUTE OF LIMITATIONS—ACQUIESCENCE—TRUSTEE ACT, 1888 (51 & 52 VICT. c. 59), s. 8.

This was an action in which the plaintiff, Susannah, widow of C. F. Wassell, retired jeweller, London, who died on the 12th of December 1894, claimed as against the defendants, the executors and trustees of the said C. F. Wassell, a declaration that the said C. F. Wassell was a trustee for her of the sum of £291, and payment of that sum with interest at 4 per cent. from the 1st of October, 1894. The facts of the case were as follow. The plaintiff was married to the deceased in 1854, and they lived together up to a month or so of the date of his death. In 1875 an aunt of the plaintiff left her under a will a sum of £300 for her separate use, according to a promise previously made to her. In answer to a letter from one of her aunt's executors, the plaintiff, without informing her husband, visited the executor at his office, and he there placed in her hands coins and notes to the value of £291 (being the value of the legacy minus the duty), and told her that it was hers. On reaching home the plaintiff put the money and notes in a wardrobe in her bedroom; whereupon her husband came out of an adjoining dressing-room and demanded the money, saying "You have been for that money, and I'll take it; it is mine." She took the money from the wardrobe, but refused to give it him, saying that it was hers; whereupon he took it by force. She several times asked him to give her back the money—once as late as six months before his death—but he always refused. She frequently complained to her friends on the subject. By his will, dated the 17th of November, 1894, the husband bequeathed to the plaintiff an annuity of £350, and furniture to the value of £200. The defendants generally denied the liability of the testator's estate to make good the sum claimed. They also submitted that if the sum was received by him it was received as voluntary gift; and they also submitted that the claim was barred by lapse of time, by the Statute of Limitations, and the Trustee Act, 1888, s. 8. It was elicited in cross-examination that the testator had maintained the plaintiff liberally out of his own moneys. On behalf of the plaintiff it was contended that the husband was a trustee for the wife; and that even—which was denied—if he did not know that the money was settled to her separate use, he had sufficient notice to put him on his inquiry; and that, as he retained possession of the money, neither he nor his executors could avail themselves of section 8 of the Trustee Act of 1888. For the defendants it was submitted that the husband was not a trustee, as he had no notice of the trust, since he did not know that the money was given the wife for her separate use; and that if any wrong was done, it was a mere civil wrong, for which the remedy was statute-barred. They further submitted that the husband had not converted the money to his own use, but had used it for the mutual benefit of himself and wife, and that the wife had acquiesced in this being done. The following cases were referred to: *Rich* v. *Cockell*. *Rich* v. *Hull* (9 Ves. 369), *Green* v. *Carlill* (4 Ch. D. 882), *Re Flamank*, *Wood* v. *Cock* (37 W. R. 502, 40 Ch. D. 461).

ROMER, J., held that the plaintiff was entitled to recover the sum, with interest thereon at 4 per cent., from the date of her husband's death. In his lordship's opinion, the husband knew when he took the money that it belonged to the wife to her separate use. At any rate he knew enough to put him on his inquiry, and he must therefore be considered to have taken it with notice, and so to have constituted himself a trustee of it for her. The husband never accounted for or gave up possession of the money, and consequently the Statute of Limitations and the Trustee Act, 1888, had no application to the case. There had been no acquiescence on the plaintiff's part, and she was consequently entitled to be repaid.—COUNSEL, *Oswald*, Q.C., and *F. Stallard*; *Robson*, Q.C., and *Sims Williams*. SOLICITORS, *Wellborne & Son*; *Robert Carter*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Winding-up Cases.

Re **HEMP, YARN, AND CORDAGE CO. (LIMITED)**.—Vaughan Williams, J., 19th February.

COMPANY — WINDING UP — UNDERWRITING LETTER — CONTRIBUTORIES—REGISTER OF MEMBERS—EXPIRATION OF AUTHORITY TO APPLY FOR SHARES.

This was a summons in the winding up of the company, by the liquidator, for payment of calls. One of the names on the register of members at the date of the winding up was that of Mr. W. H. Hindley, who was put on in pursuance of an application for shares made in his name by the London and Northern Assets Corporation, under the authority of an underwriting letter. The offer in the underwriting letter was accepted by the Assets Corporation on the 1st of July, 1892, when the public subscription for shares had been closed. The questions argued were whether or not the authority given by the underwriting letter had not come to an end before the application for shares was signed, and whether Hindley was estopped from saying that the authority had expired. The underwriting letter stated the capital and shares of the company, and, so far as material, proceeded as follows:—

"To the London and Northern Assets Corporation (Limited).

"Gentlemen,—I agree, for the consideration below stated, upon the public issue to subscribe for 400 ordinary shares of £5 each, £1 5s. paid, of the above issue on the terms of the company's prospectus about to be issued, and to pay the instalments on the dates to be specified in the prospectus as above, in consideration of which you are to pay me 1 per cent. on the ordinary shares, and I hereby authorize you, in the event of my not applying for shares as above mentioned, to apply for such shares in my name, and the directors of the company to allot the same to me therein. But if, on the public issue of the prospectus, the whole of the above issue is *bond fide* subscribed by the public, then no allotment is to be made to me; but should the said issue be only partially subscribed by the public, then I am only to be allotted my proportion of the deficiency *pro rata* with the other persons or firms who shall have signed or entered into agreements or underwriting letters to you similar, *mutatis mutandis*, to the arrangement hereby made. In either case it is agreed that the said commission upon the total sum guaranteed by me—viz., £2,000—is to be paid out of the moneys received by you from the vendors. This engagement is binding on me for two months from this date."

The underwriting letter was dated June 17, 1892. Some further facts appear in the judgment.

VAUGHAN WILLIAMS, J.—I have come to the conclusion that Mr. Hindley ought not to be placed upon the list of contributories. It is true that his name appears upon the register of shareholders, and that it was placed there in respect of shares allotted to him in pursuance of an application signed in his name under a power contained in an underwriting letter signed, and which is addressed to the London and Northern Assets Corporation, who seem to have been intimately connected with the promotion of the Hemp, Yarn, and Cordage Co.; but it seems to me that, notwithstanding these facts, Mr. Hindley ought not to be placed on the list of contributories, because the Northern Assets Corporation had no right to use the powers under the underwriting letter at the time when they actually did use them. The underwriting letter, which is in substance an offer, is dated the 17th of June, 1892, and the capital of the company was offered to the public on the 20th, 21st, and 22nd of June, and the offer contained in the letter was not accepted until the 1st of July, 1892, as appears upon the face of the letter, which has the acceptance and the date of acceptance written on it. On the 1st of July the subscription list had been closed, the invitation to the public proving almost a total failure, only nine applications having been made. Now, it seems clear to me that the offer in the underwriting letter is an offer, in consideration of a premium, to take up such shares as the public should not take in answer to the invitation for public subscription. The Northern Assets Corporation, to whom it was addressed, could not wait to see the result of the invitation to the public, and then accept Mr. Hindley's offer to underwrite after the invitation to the public had proved a failure. If there was no authority to sign the application for shares at the time when it was signed, then it seems to me that there was no contract between Mr. Hindley and the company in pursuance of which shares could be allotted to him, and the mere fact of his name being on the register, even though with his knowledge, will not make him a member. But then it may be said that Mr. Hindley ratified the act of his assumed agent by not taking steps to get his name removed from the register, and that he cannot, after liquidation, get his name removed from the register. The answer to this seems to me that the underwriting letter was produced to the board before the allotment, and on the face of it shewed that that underwriting letter had been accepted out of time. This is not a case in which there was a voidable contract by Mr. Hindley with the company to take shares, nor a voidable authority to apply (in such a case, liquidation having intervened, it would be too late to avoid); but is a case where there never was authority to sign or a contract by Hindley, and where there never has been ratification with knowledge of the facts, and where the company cannot rely upon an estoppel, because they were wrong in allotting shares in pursuance of an authority which on the face of it is out of time.—COUNSEL, *Buckley*, Q.C., and *W. F. Hamilton; Astbury*, Q.C., and *Macnaghten*. SOLICITORS, *Baker, Blaker, & Hawes; Nunn & Popham*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

BIRCHALL AND OTHERS *v.* BULLOUGH—12th February.

EVIDENCE—PROMISSORY NOTE—INSUFFICIENT STAMP—DOCUMENT USED FOR PURPOSE OF REFRESHING MEMORY—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 38 (1).

This was an appeal by the defendant from the judgment of the county court judge sitting at Bolton. The plaintiffs, who were the executors of one Brindle, brought an action against the defendant to recover the sum of £30 15s., which sum they alleged the deceased Brindle had lent to the defendant. The plaintiffs administered interrogatories to the defendant, one of which was in relation to a promissory note for the aforesaid sum, and which was signed by the defendant. This promissory note was insufficiently stamped, having only a penny stamp on it. The defendant objected to answer this interrogatory on the ground that the promissory note being insufficiently stamped was not admissible in evidence. At the trial of the action a daughter of the deceased man Brindle stated in her evidence that her father and the defendant had had money transactions between them; and the defendant was thereupon cross-examined as to his interrogatories, and counsel asked him to look at the promissory note. Objection was taken on his behalf that the promissory note could not be looked at or used in any way, but the judge overruled the objection and allowed the defendant to look at it. The defendant then said: "It is my signature to the document of the 3rd of June, 1889 (meaning the promissory note). I have no recollection of paying the £30 15s. back. I have no recollection of borrowing that sum, but will not swear anything about it. Refreshing my memory on reading the document of the 3rd of June, 1889, I don't believe I should have signed that document if I had not received the money. I cannot give a case of signing a document for money which I had not received." The judge on the above evidence entered judgment for the plaintiffs. The defendant appealed. Section 38 of the Stamp Act, 1891, provides that any person who takes or receives a promissory note, not being duly stamped, "either in payment or as a security or by purchase or otherwise, shall not be entitled to recover thereon or to make the same available for any purpose whatever." On behalf of the defendant it was contended that this section prevented the promissory note in question from being used in any way, and in support of this contention the following cases were cited: *Ashling* v. *Boon* (39 W. R. 298; 1891, 1 Ch. 568), *Jacker* v. *International Cable Co.* (5 Times L. R. 13).

THE COURT (WRIGHT and BRUCE, JJ.), dismissed the appeal.

WRIGHT, J., in giving judgment, said he thought that in substance and in effect the learned judge below meant to say that the promissory note had been put into the defendant's hand in order to challenge his memory, and no use had been made by the judge himself of the note as evidence. The judge had before him the admissions made by the defendant himself after looking at the note, and there was sufficient evidence in such admissions to support the plaintiffs' claim.

BRUCE, J., in concurring, expressed his opinion that the promissory note was only handed to the defendant to look at. It could not in any way be used in evidence. Appeal dismissed.—COUNSEL, *R. V. Bankes; Lockwiss*. SOLICITORS, *Woodcock, Ryland, & Parker*, for *Balshaws & Challinor*, Bolton; *Rowcliffes, Rawle, & Co.*, for *J. W. Hope*, Wigan.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

HEWITT *v.* TAYLOR—10th February.

ADULTERATION—MILK—EVIDENCE—ANALYST'S CERTIFICATE—ANALYST NOT CALLED AS A WITNESS—EVIDENCE OF DEFENDANT—FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), s. 21.

This was a case stated by justices of Mossley, the question being whether, in a prosecution under the Food and Drugs Acts, the certificate of the analyst is conclusive evidence of the facts stated therein when the defendant does not require the analyst to be called. Taylor was summoned under section 6 of the Food and Drugs Act, 1875, for selling on the 26th of April, 1895, as new milk a substance which had had six parts of water added to every 100 parts of the poorest milk. An analysis was made by two analysts, and the certificate issued by them stated that "upwards of six parts of water had been added to every 100 parts of the poorest milk." Taylor did not require the analysts, or either of them, to be called; but he tendered himself as a witness, and stated that the can from which the milk was sold contained the milk of two cows which he had milked himself, that there was no water in the can when the milk was put in, and that none was added afterwards, and no one but himself had had control of the can up to the time of the sale. He attributed the poorness of the milk to the fact that one of the cows referred to had calved on the 9th of April, and he had noticed that her milk had been of poor quality. The magistrates, not being satisfied that water had in fact been added, dismissed the summons. The appellant's contention was that, on the true construction of section 21 of the Act, where the defendant did not require the analyst to be called, the certificate was conclusive evidence of the facts stated in it: *Harrison* v. *Richards* (45 J. P. 552) was cited in support of this contention. Section 21 is as follows: "At the hearing of the information in such proceeding the production of the certificate of the analyst shall be sufficient evidence of the facts therein stated, unless the defendant shall require that the analyst shall be called as a witness, and the parts of the article retained by the person who purchased the article shall be produced, and the defendant may, if he think fit, tender himself and his wife to be examined on his behalf, and he or she shall, if he so desire, be examined accordingly."

THE COURT (LINDLEY and KAY, L.JJ.) dismissed the appeal. They said that the section did not say that the evidence of the certificate was to be conclusive, but only that it was to be sufficient evidence. The section meant that the defendant might be examined to shew that there was some inaccuracy, or to explain some ambiguity in the certificate. That being so, the magistrates were entitled to weigh the respondent's evidence against the evidence of the certificate, and to decide as upon a question of fact.—COUNSEL, *Clay; F. Newbolt*. SOLICITORS, *F. C. Hulton; Emmett & Co.*, for *J. H. Fletcher*, Mossley.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

HANKS *v.* BRIDGMAN—10th February.

TRAMWAYS ACTS—BYE-LAW—REFUSAL TO PAY THE FARE IN DEFAULT OF PRODUCING TICKET.

This was a case stated by a metropolitan police magistrate. In pursuance of the powers given them by the Tramways Act, 1870, the North Metropolitan Tramways Co. made the following bye-law: "Each passenger shall shew his ticket (if any) when required so to do, to the conductor or any duly authorized servant of the company, and shall also, when required so to do, either deliver up his ticket or pay the fare legally demandable for the distance travelled over by such passenger." Another bye-law imposed a penalty of £2 for the breach of any bye-law. The respondent, while travelling on one of the company's tramcars was asked to shew his ticket, and, as he was unable to produce it, he was asked to pay the fare, which he refused to do. It appeared that he had already paid the fare, but had inadvertently torn up his ticket. A summons was taken out under the bye-laws. The magistrate found that the respondent had no intention to defraud the company, and dismissed the summons. On behalf of the tramways company it was pointed out that the bye-law was made for the purpose of protecting the company from the dishonesty of their servants, and that it ought to be enforced. *Heap* v. *Day* (51 J. P. 813) was cited.

THE COURT (LINDLEY and KAY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that the bye-law might have been expressed more clearly, but the reason for such a bye-law was apparent. To give effect to the suggestion that a person who had already paid his fare was not bound by the bye-law to pay it a second time would be to destroy the utility of the bye-law. If this gentleman had not only lost his ticket, but had lost his money too—if, for instance, he had had his pocket picked—the case might have been different; but here there was nothing to shew he had not the money, and he ought to have paid.

KAY, L.J., said the respondent ought to have paid when he was asked to do so; then, perhaps, afterwards he could have recovered the excess. But to refuse to pay was to commit a breach of the bye-law.—COUNSEL, *C. W. Mathews*. SOLICITOR, *Hugh Godfrey*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

ATKINSON *v.* MAYOR OF CARLISLE—4th February.

COUNTY COURT—COSTS—COUNSEL'S FEES—COSTS ON HIGHER SCALE—ITEM 86, ORD. 50A, R. 7.

This was an *ex parte* application to the court to make an order allowing counsel a further fee in a taxation of costs in a county court for each time he had attended the county court in a case which was adjourned from time to time. There was no local bar in the court town, nor within twenty miles thereof. It was contended that a fresh fee on the brief should be allowed each time counsel went to the court to attend to the case. In the taxation of costs in a county court on the higher scale provision is made by No. 86 (see Annual County Courts Practice, 1896, p. 318) for the allowance of special items in certain cases. No. 86, which applies to columns B and C, is as follows: "In the cases mentioned in ord. 50A, r. 7, where there is no local bar in the court town, or within twenty miles thereof, a further fee may be allowed by order of the judge, if in his opinion the maximum fee allowable on the brief is insufficient, not exceeding £3 4s. 6d."

THE COURT (LAWRANCE and COLLINS, JJ.) were of opinion that this special item could only be allowed once in the case, notwithstanding the fact that counsel had attended in court on several occasions. Application dismissed.—COUNSEL, *C. Cavanagh*. SOLICITORS, *Nicholson, Graham, & Graham*, for *Scott*, Carlisle.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

LIDDELL (Appellant) *v.* **LOFTHOUSE** (Respondent)—13th February.

GAMING—ILLEGAL BETTING—UNLAWFUL USER OF A PLACE FOR THE PURPOSE OF BETTING—"PLACE"—GROUND BETWEEN TWO STAYS OF A HOARDING—BETTING HOUSES ACT, 1853 (16 & 17 VICT. C. 119), S. 3.

Case stated by justices of the borough of Stockton-on-Tees. An information was preferred at the borough police court by the appellant against the respondent under the Betting Houses Act, 1853, s. 3, charging that the respondent between the 18th and 20th of June, 1895, "being a person using a certain place situate on the riverside in the said borough and known by the name of 'the betting ground,' did unlawfully use the said place for the purpose of betting with persons resorting thereto upon certain events and contingencies of and relating to certain horse races." It was proved at the hearing that Hubbacks Quay was situate near the riverside, and was partly surrounded by a hoarding supported by wooden stays driven into the ground, and that on the 18th, 19th, and 20th of June the respondent was standing at or near the same spot between two of the stays calling out the odds on horses, making bets, and paying and receiving money, a large number of persons being present. The alleged "place" where the respondent stood was not circumscribed or defined except in the manner indicated above. It was contended on behalf of the appellant that the respondent was using a place for the purpose of betting within the meaning of the Act; and on behalf of the respondent that the locality in which the respondent was standing, not being enclosed and being free to the public, was not a place. The justices were of opinion that it was very doubtful whether the respondent was using a "place," and they dismissed the information. On the appeal the following cases were cited: *Doggett* v. *Catterns* (13 W. R. 160, 390), *Shaw* v. *Morley* (L. R. 3 Ex. 137), *Bows* v. *Fenwick* (L. R. 9 C. P. 339), *Gallaway* v. *Maries* (8 Q. B. D. 275), *Eastwood* v. *Miller* (L. R. 9 Q. B. 440), *Haigh* v. *Sheffield* (L. R. 10 Q. B. 102), *Reg.* v. *Cook* (13 Q. B. D. 385), *Snow* v. *Hill* (14 Q. B. D. 588), *Hornsby* v. *Raggett* (1892, 1 Q. B. 20), *Whitehurst* v. *Fincher* (17 Cox C. C. 70), and *Reg.* v. *Proudy* (*ib.* 433).

LINDLEY and KAY, L.JJ., (sitting as a divisional court) allowed the appeal.

LINDLEY, L.J.—In this case I think that the offence described by the Act of Parliament has been committed, and that the magistrates ought to have convicted the respondent. [His lordship referred to the facts as stated in the case, and continued:] It is obvious that the respondent was using one of the little bays between the stays which supported the hoarding for the purpose of betting. It appears to me that that is an end of the case, unless the word "place" is so defined that this cannot be considered a place within the meaning of the Act of Parliament. It is important to observe that this information is based upon section 3, which runs thus: "Any person who, being the owner or occupier of any house, office, room, or other place, or a person using the same, shall open, keep, or use the same for the purposes hereinbefore mentioned"—that is, for the purpose of betting in the manner referred to in section 1—shall be liable to a penalty. It is said that the decisions are in such a state that we cannot say that this is a place. If it were *res nova*, I should feel no shadow of doubt, but there have been decisions, and it is necessary to see what interpretations have been put upon this section. There are only two cases about which I feel any difficulty. Of these, *Doggett* v. *Catterns* turned upon section 5, the question being whether a person could be said to be the owner or occupier of a piece of ground under a tree in Hyde Park within the meaning of that section, and it was held that he could not. But in section 3 the word is "using," so that that can really present no serious difficulty, although there are indications that the judges doubted whether the ground occupied by the defendant was a "place." The other case is *Whitehurst* v. *Fincher*, in which the alleged place was the bar of a public-house. But the difficulty of that case is almost entirely removed by the remarks of Mathew, J., in *Hornsby* v. *Raggett*, where he says that in *Whitehurst* v. *Fincher* "the facts only amounted to this: that the defendant was betting in the public-house on three occasions, and that as betting in public-houses is not prohibited by the Act we thought the defendant should not have been convicted. Here the magistrate finds that the house was habitually used for betting purposes." No doubt this Act of Parliament is not directed against mere betting; it is directed against those who carry on a business of betting, and have a place in which they carry on that business. In this case I think the respondent was unquestionably using this place for the purposes of his business of betting. I think the place is sufficiently described in the information. It is more or less indefinite in its boundaries, but it is as described that a person could find it by the description. The magistrates ought to have convicted, and the case must be remitted to them accordingly.

KAY, L.J., after referring to the facts and to the language of section 1 of the Betting Houses Act, 1853, said:—It is contended that the preamble of the Act restricts the words of the section, and shews that the mischief aimed at is the opening of places for the purpose of betting. But it is clear that this man was a bookmaker and resorted to this spot for the purposes of his business. Why is that not opening a place for the purpose of betting? We must not give a narrow construction to the words of the preamble. I think he was doing the very thing that is aimed at by the Act. It is said that this is not a sufficiently defined place, that a place must be circumscribed somehow; and that if, for instance, a man said that he would be at the foot of a particular statue in Charing Cross for the purpose of betting that would not be a place. I cannot see why not. It is not necessary that a place should be defined by metes and bounds. I should have no doubt that the foot of a certain statue would be a sufficiently indicated place within the Act of Parliament. In *Doggett* v. *Catterns* the decision was confined to sections 4 and 5 of the Act. Section 3 is much wider; it covers any person "using" a place, and is not, like sections 4 and 5, confined to owners and occupiers. I think *Whitehurst* v. *Fincher* comes nearer this case than any other decision cited on behalf of the respondent. It was there proved that the man had been betting for three consecutive days in the bar of a public-house. It does not appear that he was carrying on the business of a bookmaker, and I rather gather that the judges thought that he was betting as one person might bet with another in a public-house. It was held that he was not using a place within the Act. But here there is a professional bookmaker resorting to this place in order to carry on his business of betting. I think that the facts bring the case within the words of the Act, and that the magistrates ought to have convicted. Appeal allowed. COUNSEL, *Tindal Atkinson*, Q.C., and *Simey*; *Joseph Walton*, Q.C., *C. Mathews*, and *Stutfield*. SOLICITORS, *Eldridge & Sprott*, for *Archer & Fisher*, Stockton-on-Tees; *Ilift, Henley, & Sweet*, for *Barrow & Smith*, Darlington.

[Reported by T. R. C. DILL, Barrister-at-Law.]

PHILLIPS *v.* EVANS—14th February.

REVENUE—EXCISE—DOG TAX—CERTIFICATE OF EXEMPTION—JURISDICTION OF JUSTICES—REFUSAL TO CONVICT—"TRIFLING OFFENCE"—30 VICT. C. 5—CUSTOMS AND INLAND REVENUE ACT, 1878 (41 VICT. C. 15), S. 22—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. C. 49), S. 16.

Case stated by justices of Cardiganshire. Proceedings were taken against the respondent before the justices to recover a penalty for keeping a dog without a licence as required by the 30 Vict. c. 5, as amended by the Customs and Inland Revenue Act, 1878. Section 22 of the latter Act provides that "in the case of dogs kept and used solely for the purpose of tending sheep or cattle on a farm, or in the exercise of the calling or occupation of a shepherd, exemption from duty may be obtained by the owners of such dogs" in the manner described in that section—viz., the owner may fill up and sign a declaration in a form prescribed by the Commissioners of Inland Revenue, and upon doing so, "he shall be entitled to receive a certificate of exemption from duty in respect of the dog or dogs, not exceeding two in number, kept by him solely" for the purposes above mentioned. It was proved that the respondent kept a dog and had neither a licence nor a certificate of exemption. The justices also found upon evidence that the respondent was a person who was entitled to receive a certificate of exemption, and were of opinion that, though the charge might, in the absence of each certificate, have been considered as proved, under the circumstances the alleged offence was of so trifling a nature that it was inexpedient to inflict any punishment. They therefore dismissed the information. Section 16 of the Summary Jurisdiction Act, 1879, provides that if the court of summary jurisdiction "think that though the charge is proved the offence was in the particular case of so trifling a nature that it is inexpedient to inflict any punishment," they may, without proceeding to conviction, dismiss the information.

LINDLEY and KAY, L.JJ. (sitting as a divisional court) allowed the appeal.

LINDLEY, L.J.—Section 22 of the Customs and Inland Revenue Act, 1878, is not very happily worded, because it provides that in certain cases the owner "shall be entitled" to receive a certificate of exemption from duty. But the meaning if clear that if the owner had no licence and does not produce a certificate of exemption he must pay the tax. The point arising upon the Summary Jurisdiction Act, 1879, is far more difficult. [His lordship read section 16 of that Act, and continued:—] Now the justices have found that the respondent kept a dog and had no licence and no certificate of exemption. They also were of opinion that he was a person who was entitled to a certificate of exemption under section 22 of the Customs and Inland Revenue Act, 1878. They dismissed the information because they thought either that no offence had been committed, or that if there was an offence it was of so trifling a nature that it was inexpedient to inflict any punishment. If they had said that if the respondent would obtain a licence they would not convict we would have thought it necessary to interfere. But they have decided that it is a trifling matter for a man to refuse to pay this tax. We therefore hold, as a matter of law, that it was not a trifling matter, and that the justices had no jurisdiction to relieve a man from paying the tax. The appeal must therefore be allowed.

KAY, L.J.—I am of the same opinion. It is clear that the justices are not a tribunal to review the decision of the Commissioners refusing to grant a certificate of exemption. In saying that the respondent was entitled to a certificate they went beyond their jurisdiction; they were not the judges of that, neither had they before them the evidence on which the commissioners acted in refusing the certificate. Then they proceeded to find that, under the circumstances, although the respondent had not a certificate, and was therefore, *primâ facie*, liable to pay the tax, it was a trifling matter that he had not done so. The "circumstances" were, that, in the opinion of the justices, he was entitled to a certificate, I think that such a decision was wrong in law. It was not a trifling matter, and therefore did not fall within section 16 of the Summary Jurisdiction Act, 1879, and the justices were bound to convict. Case remitted to the justices with a direction to convict.—COUNSEL, *Sir R. B. Finlay*, S.G., and *Danckwerts*. SOLICITOR, *The Solicitor of Inland Revenue*. The respondent was not represented.

[Reported by T. R. C. DILL, Barrister-at-Law.]

LAW SOCIETIES.

LAW GUARANTEE AND TRUST SOCIETY.

ANNUAL MEETING.

The eighth general meeting of the Law Guarantee and Trust Society (Limited) was held on Wednesday at the offices of the society, 49, Chancery-lane, Mr. E. J. BRISTOW presiding.

The SECRETARY (Mr. Thomas R. Ronald) having read the notice convening the meeting, the report and statement of accounts was taken as read. From this it appeared that during the year the sum of £68,394 16s. 5d. had been received for premiums and commissions and fees as trustees, which, after allowing the sum of £16,784 13s. 6d. for reassurances, left £51,610 2s. 11d. The percentages of management expenses—inclusive of commission and directors' and auditors' fees—on the above-named income was, for the year, 28·94. In the statement for last year the reserve for claims in suspense and for rebates stood at £13,279 12s. This, by payment of claims and by rebates, had been reduced to £8,034 6s. The directors had carried £9,137 13s. 10d. from revenue to this reserve, which therefore stood at £17,171 19s. 10d. The sum of £5,000 had also been added to the General Reserve Fund, which now stood at £50,000. The balance available, including the amount brought forward from last year, was £10,422 19s. 4d.; from this £2,000 was paid as *interim* dividend for the half-year ending on the 30th of June last, and the directors now recommended that a further dividend of £3,000 be paid in respect of the half-year ending the 31st of December, 1895, free of income tax, making the dividend for the year 5 per cent. per annum. This would leave £5,422 19s. 4d. to be carried forward. The directors regretted to report the death of their esteemed colleague, Mr. Henry Leigh Pemberton, who had been a director from the commencement of the society. With a view to the extension of the City business, it had been considered advisable to open a City branch, and suitable premises had been acquired at 56, Moorgate-street, E.C.

The CHAIRMAN, in moving the adoption of the report, said the report was one of progress, as had been, in fact, the case during every year of the society's existence. Each year had been an improvement upon its predecessor. The present report, he was happy to say, as regarded a gradual progress and extension of business, was no exception to what he thought had become the normal state of affairs of the society. He did not at all like to prophesy as to what might happen; but, having been a director from the very first, and having been able to watch and to judge of the way in which its borders had widened out, and of the way in which its connections had been increased, he had not the slightest doubt that the society had a business which admitted of very profitable extension, and which, if carefully safeguarded, must lead to a very great success. He thought no one would regard the past year as being an exceedingly good year for business in any way, since there was a sort of dark cloud of distrust and of disinclination to enter upon any new engagements, which not only stopped a good deal of the business which otherwise would have come to the society, but practically put almost a total end to one of the branches of its business which had been the most profitable—that which related to the guarantee of the debentures of sound commercial institutions. All that class of business practically came to an end during the past year, but notwithstanding that the premium income of the society was the largest it had obtained—viz., £68,394, as against £57,882, thus shewing an increase of over £10,000. It was true that the accounts would shew that the reinsurances of the past year had been heavy when compared with the very low reinsurances of the preceding year. The actual figures were £16,784, as against £6,501. But this increase was due simply to the accident that last year there was an unusual proportion of "total loss" risks, and of these, as a matter of precaution, the directors always reinsured a considerable percentage. In fact, this item must always be a fluctuating one, depending on the nature of the business which was offered to the society. The general risks were selected with such care that, except where one happened to be exceptionally large, the directors were able to retain the whole of the premiums. But where the risk was something unusual in its nature, or was not altogether of the highest character, in which case the society was accustomed to charge a proportionally high premium, the directors reinsured a portion of the risk with other societies. He would like to call attention to a small and unobtrusive item which appeared in the accounts relating to trusteeship fees. The fees for trusteeships amounted to about the same as they did in the previous year, within £100 or £200 of the same figure. They came to £3,516. He wanted to call attention to this small item, because the directors regarded it as an exceedingly satisfactory one. It was one which the shareholders had the power of increasing very largely. It involved no kind of risk, and though it was but a small figure, it actually paid no less than 33 per cent. of the whole expenses of the management. It was, therefore, an item which the directors were anxious to encourage. The next matter in the accounts to which he would call attention was the investments. These, so far as they related to Consols and Metropolitan Board of Works, which were the principal ones, remained exactly at the same figure as in the previous year. The directors had thought it prudent to reduce the society's holdings in colonial and foreign stocks by something like £10,000, and that £10,000 was practically reproduced in the item, "Properties in hand—pending realization, less amount written off for possible loss, £31,071 12s. 2d." So that the society really had the same amount of security, but it was held in a somewhat different form. As regarded the investments, he called attention to the fact that they had all been taken at cost. They were made some years ago, and if realized at the present moment would shew a considerable profit. It was just as well the society should have them on the right side. The next item was the matter of claims. These appeared in the accounts at £20,910. That was about the same at which it stood for the preceding year, a few hundreds more. As to claims, the history of the society had been an exceedingly fortunate one, notwithstanding the Australian Bank crisis, which entailed on the society a liability of something like £62,000 or £63,000 in respect of the banks in liquidation. The claim rate had never exceeded that of the most prudently and carefully conducted insurance business—other, of course, than life insurance business, with which the society's business had no sort of comparison. It would be satisfactory for the shareholders to know that the revenue had provided a depreciation fund in reduction of these liabilities of no less than £38,512, and that the amount was now so reduced that it had not been thought necessary to devote a special paragraph to it in the report, as was done in the preceding year. It had ceased to be a matter of any moment or of any anxiety. It was extremely probable that when the account came to be closed it would shew a profit to the figures now on the books. Since its foundation the society had raised in premiums £225,637, and the loss rates upon all that had been only 39·5 per cent., which had enabled to society to create a reserve fund of £50,000, equivalent to one year's income, to create a special reserve fund of £17,000, and to pay this year a dividend of 5 per cent., and to carry forward a sum which would have enabled the directors to pay another dividend of the same amount. He thought that if the society had been able to do all this during the severe crisis of the Australian banks, which resulted in the liquidation of several of its competitors, then the outlook for the shareholders in the future could hardly be considered as very doubtful. On the other hand, he thought it extremely hopeful, especially considering the very low expense at which the society was worked—namely, 29 per cent. as against 35 per cent. and 40 per cent. of most kindred institutions. He hoped this result of the year's working would be considered a satisfactory one, but he could assure them that in a year like the past it had required all the energy of their very able manager and all the industry of the board to maintain the general business of the society, not only at the level of the previous year, but to so largely increase it, as was shewn by the addition in the premium income receipts of an extra £10,000. He should like to remind them that the business of the society was not like that of any ordinary fire and life insurance, where once a policy was granted the payments ran on year after year, frequently for an exceedingly long period. On the other hand, the society's risks were generally taken for short periods only, and as they ran out, in order to keep up the level of the ordinary business, they had to be replaced by risks of a similar nature, so that the business was one which had constantly to be expanded. The board had again to deplore the loss of one of the directors. Mr. Pemberton had been a director from the very commencement of the society. He was always an exceedingly able and industrious director, and in his position as solicitor to the High Court he was frequently able to be of considerable assistance to the society. The directors greatly deplored his death, and felt that they had lost a very earnest hard-working colleague. Four of the existing directors retired to-day under the articles of association, and offered themselves for re-election. There was one other matter he wished to refer to, because he was aware that some of the shareholders who were very imperfectly acquainted with the facts entertained exaggerated opinions of its importance, and felt an anxiety for which there was really no kind of ground. He referred to the position of the society as guarantors of the mortgage upon what was known as the site of her Majesty's Theatre. The society had guaranteed it at £120,000 on the valuation of a gentleman who was and is regarded as one of the most competent and most largely experienced valuers in the City of London. He valued the site to the society at over £300,000, having special regard at the time to the very low ground-rent on which the property was held—something like one-third of that which attached to most of the properties in the neighbourhood. The original lessees, after spending a considerable sum of money in acquiring leasehold interests and in clearing the property, found themselves unable to get together the necessary funds for going on or even for paying the ground-rent or the interest on the mortgage which the society had guaranteed; and the directors soon found it would be necessary for them to take action in order to protect the society. At first they met with several syndicates who were willing to raise capital and to cover the ground. The arrangements of some of these were not satisfactory, and in no case, he believed, was the money brought together. In no case had any one of the syndicates, after spending very large sums and getting out elaborate plans, been able to carry their

project out. The last syndicate had only come to an end within the last few weeks, and they had paid the society no less than £10,000 by way of forfeit for having failed to carry out their engagements with the society. At length the directors determined to carry out the building. He was going to say that he was almost sorry they had not so decided at an earlier date, but he thought they were right in feeling that it was their duty to exhaust every endeavour to get someone else to cover the ground before undertaking that responsibility. This, however, they had now decided to do, very reluctantly, but under stress of circumstances. They had learnt a good deal, something to avoid, something, perhaps, to take advantage of in the various schemes which were proposed by the syndicates. It seemed to him that the vice of the schemes of all the syndicates had been that not one of them got beyond the idea of risking everything upon one grand building. One syndicate was going to build a splendid hotel, a copy of the Grand Hotel in Paris; another was going to erect an opera-house of surpassing magnificence; and others had schemes somewhat of the same kind. When the board became certain that, if anything was to be done, they must undertake it, they took into their counsels Mr. Phipps, an architect of great eminence, who had had a great deal to do with buildings of this sort, and, acting under his advice, they had determined that the scheme for covering the ground should not involve the society in one huge building only. The ground extended from Pall Mall to Charles-street, having the whole frontage of the Haymarket on one side, and being bounded on the other by the existing Opera-arcade. Acting under Mr. Phipps' advice, the board determined that, at the Charles-street end, they would erect a theatre, not an opera-house, which should occupy the whole of the frontage in Charles-street and about one-third of the whole space of ground, extending a third of the way down the Haymarket. No sooner had the board settled upon this than they found that there were several gentleman of eminence connected with theatrical matters who thought the scheme so good that they were anxious to come to terms by which the society would be relieved from finding any portion of the funds for building the theatre, that was to say, for covering one-third of the ground, and the society would receive a ground-rent which was in every way satisfactory. The society would still have the frontage to Pall Mall and about 180 feet on the Haymarket side, and the intention of the board was that there was to be an arcade, with shops on each side; and it was proposed to have in addition a café on the most approved principles at the corner of Pall Mall and the Haymarket, whilst a large restaurant, or perhaps banqueting hall, would occupy the whole of the first floor on the Haymarket side. There would be a central court surrounded by suites of residential chambers of the modern class. Mr. Phipps had worked the whole out in the most careful manner, and had given his opinion as to what the return would be. The plans had been submitted to three of the largest house agency firms in that part of London, with the result that they not only fully confirmed, but even went beyond Mr. Phipps' calculations; and the board were assured that such was the demand for shops and for residential chambers in that part of the town that there would not be the slightest risk whatever of any difficulty in letting them. Under these circumstances, the board were led to hope that when the buildings were erected they would be not only in a position of security as regarded their liability on the original guarantee, but that the society would possibly find itself in a better position still. He had thought it right to give these details somewhat at length, not merely because he was anxious to get rid of any anxiety which he knew some of the shareholders had felt, but because he was quite sure he would be asked questions about the matter. He had thought it better to anticipate these by telling all the board were at liberty to tell at present, because of course there were negotiations proceeding about which it would be a little inconvenient that he should be questioned at present. But he could assure the meeting that the directors felt no kind of anxiety whatever as to the ultimate get out of whatever liability the society had been under with respect to the site of Her Majesty's Theatre.

Mr. HENRY ROSCOE seconded the adoption of the report, which was agreed to unanimously.

On the motion of the CHAIRMAN, seconded by Mr. ROSCOE, a further dividend of £3,000 was ordered to be paid in respect of the half-year ending the 31st of December, 1895, making the dividend for the year five per cent. per annum.

On the motion of the CHAIRMAN, seconded by Mr. BASIL FIELD, the retiring directors, Mr. John Hunter, Mr. F. H. Janson, Mr. B. G. Lake, and Mr. Richard Pennington were re-elected.

The retiring auditors, Messrs. Deloitte, Dever, Griffiths, & Co. were also, on the motion of the CHAIRMAN, re-elected.

Mr. T. L. WILKINSON moved a vote of thanks to the chairman. He congratulated the society on its progress, observing on the satisfactory increase in its funds.

Mr. ATTREE seconded the motion, which was carried, and the CHAIRMAN briefly responded.

ASHTON-UNDER-LYNE, STALYBRIDGE, AND DISTRICT LAW ASSOCIATION.

The following are extracts from the report of the committee:—

Members.—The number of members is now thirty-eight, two having left or died, and one new member having been elected during the year.

Land Transfer Bill.—As stated in last year's report, this Bill was abandoned, but was again introduced into the House of Lords by the Lord Chancellor on the 12th of Febuary, 1895, and read a second time, and referred to a Standing Committee, and ultimately read a third time and passed, and introduced into the House of Commons. Your committee, in conjunction with the Incorporated Law Society, the Manchester Incorporated Law Association, and the associated provincial societies, used every endeavour to prevent this Bill becoming compulsory. The hon. secretary was engaged in obtaining signatures to a memorial against the Bill, and a meeting of the Lancashire law societies was fixed to be held in London on the 9th of May, when previously to the meeting the Attorney-General consented to refer the Bill to a Select Committee with power to take evidence. The Select Committee met, and went fully into the matter. In consequence, however, of the resignation of the Ministry and dissolution of Parliament, the Select Committee resolved to report without comment the evidence taken. The Bill consequently came to an end. If again introduced by the present Lord Chancellor, the probability is that it will be again referred to a Select Committee. The compulsory clauses will be strenuously opposed by all the law societies, and your committee hope that the opposition will be successful.

Incorporated Law Society.—A circular was received and communicated to the members suggesting: (1) That the existing rate of subscriptions should be considered with a view to their increase; (2) to obtain an Act of Parliament rendering it compulsory on every person practising as a solicitor to be a member of the society, and to pay a subscription to be collected when he takes out his certificate; (3) to invite a special subscription from individual members, to provide a fund to be applied in paying off the deficit, and for the general purposes of the society. Your committee approved of the second suggestion, provided the subscription could by the same enactment be taken out of the sum paid annually to the Government for certificate duty. A communication to the above effect was made by your committee to the Incorporated Law Society. A further circular, dated July 11th, 1895, was received, stating that steps had been taken with the object of procuring additional funds by an alteration of the amount and application of the certificate duty, but that the suggestion had not been favourably entertained by the Treasury, and that the Council of the Incorporated Law Society had no alternative but to increase the members' subscriptions.

NORFOLK AND NORWICH INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee:—

Members.—The number of members at the commencement of the year was 77. Three have been elected since, one has resigned, and one died, making the present number 78, of whom two are life members. The number of barristers and others not being members of the society who subscribe to the library is 17, of whom one is a life member. The number of members of this society who are also members of the Incorporated Law Society, U.K., is 31.

Land Transfer Bill.—This Bill, which was again introduced by the Lord Chancellor, passed the House of Lords. A strong opposition was once more organized, and by the direction of your committee the secretary procured memorials against the Bill to be extensively signed, and forwarded the same to the members of Parliament representing the city and various divisions of the county. As a result of the opposition throughout the country, the Bill was referred by the House of Commons to a Select Committee to take evidence. The council of the Incorporated Law Society invited this society to send proofs of any practitioners in this district able and willing to give evidence. At the request of your committee, your vice-president, Mr. F. T. Keith, prepared a proof, which was duly forwarded to the Law Society. The work of the Select Committee was not completed on the dissolution of Parliament. It being considered that an alternative scheme to registration should be put forward by the profession, Mr. Wolstenholme, at the request of the Law Society, prepared a draft Bill, which has been before your committee, and subsequently considered at a special meeting of the provincial law societies held in London on the 29th of November last. Your president, Mr. G. F. Cooke, attended the meeting as a delegate from this society, when it was resolved that Mr. Wolstenholme's Bill should be transmitted to the Lord Chancellor for his consideration, and this has been done. The thanks of this Society are specially due to Mr. B. G. Lake for the immense amount of time he has devoted to this subject, and all members should read the evidence he gave before the Select Committee of the House of Commons.

Stamping Conveyances and Assignments, subject to apportioned yearly charge or ground rents.—As the result of further efforts of the law societies, the Commissioners of Inland Revenue on the 20th of February, 1895, issued a new circular, stating that if any stamp question be raised at any future time in reference to instruments of this class executed before 1895 the same should be stamped on application without any limit of time.

Stamping Transfers of Mortgages.—The commissioners have taken the view that, in addition to the transfer duty, a reconveyance or release stamp is necessary on a transfer of mortgage, when a part of the debt has been paid off, and the mortgagor joins and a new proviso for redemption is created. The law societies are endeavouring to obtain some concession from the Inland Revenue with reference to this matter.

Public Trustee.—A Bill to establish a public trustee was brought before Parliament last Session. The Select Committee of the House of Commons reported against the public trustee being *compulsorily* associated with every trust, and it was suggested that there is no reason to oppose the appointment of a public trustee which it is optional for testators and settlors to adopt. But, having regard to the experience which the profession has gained by the Government dealings with bankruptcy and company law, there is little doubt that if once a public trustee department were established compulsion would rapidly follow in order to make it pay. It is necessary, therefore, for members of the profession to point out the heavy costs, long delays, and serious inconvenience which will arise if every trust estate be administered by a public department.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held, at the Law Institution, Chancery-lane, London, on Wednesday, the 12th of February, Mr. R. Pennington, J.P., in the chair; the other directors present being Messrs. W. F. Blandy (Reading), W. B. Brook, H. M. Cotton, W. Geare, Augustus Helder, M.P. (Whitehaven), John Hunter, J. H. Kays, F. Rowley Parker, Henry Roscoe, Sidney Smith, R. W. Tweedie, E. W. Williamson, Sir J. T. Woodhouse, M.P. (Hull), F. T. Woolbert, and J. T. Scott (secretary). A sum of £417 was distributed in grants of relief. Eighteen new members were admitted to the association, and other general business transacted.

UNITED LAW SOCIETY.

Monday, Feb. 3.—Mr. C. W. Williams in the chair. Mr. J. S. Green moved: "That the decision of the House of Lords in *Trego* v. *Hunt* was wrong." Mr. Sinclair-Cox opposed, and Dr. Herbert Smith and Messrs. Neville, Tebbutt, C. W. Williams, Lee Nash, A. L. North, and A. W. Marks spoke.

Monday, Feb. 10.—Mr. C. W. Williams in the chair. Mr. S. E. Hubbard moved: "That it is expedient that the Imperial Government should assume the administration of the territories now under the control of the British South Africa Co." Mr. W. J. Boycott opposed, and Messrs. C. H. Smith, G. D. Elliman, G. H. Goodfellow, A. W. Richardson, A. W. Marks, E. W. Sinclair-Cox, and P. H. Edwards joined in the debate. The motion was ultimately carried by the casting vote of the chairman.

Monday, Feb. 17.—Mr. G. H. Goodfellow in the chair. Mr. C. Kains Jackson moved: "That an alliance with France, rather than with Germany, would be conducive to British interests." Mr. G. D. Elliman opposed, and Messrs. H. M. Dalston, A. W. Marks, W. F. Symonds, A. W. Richardson, A. M. Begg, B. W. Wood, W. S. Sherrington also spoke. The motion was carried by two votes.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Blackburn and District Law Students' Debating Society.—Feb. 5—Mr. Malam Brothers, clerk to the Blackburn Borough Justices and the president of the Blackburn Incorporated Law Association, presided. There was an excellent attendance of members. In opening the proceedings Mr. Brothers announced that the secretary of the society (Mr. F. Hindle, of Darwen) had won the prize offered by *Law Notes* for the best report of a debate on their moot No. 3. The secretary then proposed, and Mr. T. Backhouse seconded, the following resolution, which was carried unanimously: "That the prize be presented to the Blackburn Incorporated Law Association, to be placed in their law library; also that they be requested to provide a small number of books, suitable for law students, out of the £150 which they are proposing to spend in extending their library." A debate then took place upon the following subject: "Is an absolute power of re-entry (without limitation as to time) on non-payment of a rent charge limited to uses upon a grant in fee simple, or on a breach of covenants contained in such grant, void as being contrary to the rule against perpetuities?" Mr. J. Cooper spoke in the affirmative, and Mr. Sharples replied on behalf of the negative. A most interesting discussion then took place, in which the following gentlemen spoke: Messrs. Backhouse, Ferguson, Hindle, Knowles, Marsden, and Riley. The question was decided in the affirmative by the narrow majority of one. A vote of thanks to the chairman concluded the business of the evening.

THE INCORPORATED LAW SOCIETY'S LAND TRANSFER BILL.

The following is the memorandum prefixed to the Bill, the provisions of which we printed *ante*, p. 172:—

This Bill has been drafted by Mr. E. P. Wolstenholme, assisted by Mr. B. L. Cherry, on instructions of the Council of the Incorporated Law Society of the United Kingdom, and its object is to make the title to land approximate as nearly as circumstances permit to the title to stock, and to obtain the same advantages as would be secured under as good a system of registration of title as may be devised, without the disadvantages incidental to a register of owners. It is claimed that, in doing this, no new principle or rule of law is introduced, while much technical law (both common law and statute law) is rendered obsolete as regards purchasers and mortgagees. In the case of stock, the entire interest must be transferred. Stock cannot be divided up into particular estates and remainders, which must be created only by way of trust. Accordingly the Bill prohibits the division of a fee simple into particular estates and remainders. This principle applied to land is not new; it already exists in the case of a term of years, which cannot be conveyed to A for life with remainder to B. It is necessary in settling leaseholds, or a sum of stock, that they be vested in trustees. The Bill provides against the necessity of vesting land in trustees by enabling the estate in the land to remain in the tenant for life with a restriction on sale, except under the Settled Land Acts, whenever trustees for the purposes of those Acts are named in the conveyance upon trust, and, as in case of land conveyed on trust for sale and stock at present, the limitations under the settlement will be equitable only. This fits in with the scheme and policy of the Settled Land Acts, under which, though the tenant for life has not the fee, he has power to convey it, provided the purchase-money is paid to the trustees, or into court, and for the purpose of conveyance he practically has the fee simple; and the refusal of a trustee to convey is not material. But, unlike the case of stock, there must be power to create other interests in land besides the fee simple. The Bill, therefore, allows the creation of terms of years absolute, and of rents, easements, &c., in fee, or for a term absolute. All these are made subject to the same principles as the fee simple, and cannot be divided into particular estates and remainders, involving evidence of death, failure of issue, &c. The whole fee or term must be transferred, and a purchaser will be concerned only with this whole fee or term. Under the Bill each owner of a fee or a term will have an absolute power of disposition, similar to the power of sale now given by statute to mortgagees, and can make a complete title. This removes all trusts from the title, thus reducing it, so far as regards a purchaser, to a series of simple transfers of the absolute interest.

As to the provisions of the Bill.—The Bill divides interests in land into three kinds, "estates," "fiduciary rights," and "paramount interests." "Estates" are the only interests which are the subject of transfer as between vendor and purchaser, and the estate owner will have an absolute power of disposition, and estates only will appear in the abstract of title. "Fiduciary" rights are equitable ownership rights, which will not in any way affect a purchaser, or be investigated by him, whether they appear or not on the title. It is thought best to use a new term to distinguish these ownership rights from the old term "trust." An estate includes only a fee simple, or a term of years absolute. The estate may be in the land, or in a rent-charge, or an easement; and may be either legal or equitable.

Settlements.—The Bill would be very short but for the necessity of providing for settlements. It is, however, essential to the scheme of the Bill that there should always be an estate owner capable of making a title to a purchaser. As an estate owner will have an absolute power of disposition, there must be some means of preventing him from wrongfully parting with his estate, if only to give effect to legal processes. With this object a check is provided by cautions and inhibitions, which, under the provisions of the Bill, will not cause any more trouble to a purchaser than writing a letter and getting an answer. Settlements of freehold land will be made by conveying the fee to the tenant for life, making him actual owner instead of having, as at present, a mere power to convey; but he will not be able to convey unless the purchase-money is paid either to the Settled Land Act trustees or into court. On his death his real representative will dispose of the fee to the proper person—that is, either to the next tenant for life, with a proper appointment of trustees, or to the tenant in tail in possession, who has barred his estate tail, or to a devisee or heir. The limitations of the settlement will be equitable, and are termed "fiduciary rights," but a purchaser will have nothing to do with these; and they ought to be declared by a separate deed, as is now done in case of money arising under a trust for sale. As in the case of stock, the real representative, before transferring the fee to the person entitled, will have to see that all charges prior to his fiduciary right are satisfied; but on transferring to a tenant for life he need pay no regard to charges which can be over-reached under the powers of the Settled Land Acts; but in this case the conveyance will contain an appointment of trustees for the purposes of the Settled Land Acts. After the death of a tenant for life the abstract of the subsequent title will consist merely of the conveyance to him, probate of his will or letters of administration to his estate, and the conveyance by his real representative to the tenant in tail who sells, with, if there are more tenants for life than one, the intermediate conveyances by their real representatives. The proofs of marriages, births, deaths, failure of issue, and other matters of pedigree, showing the title of the tenant in tail, and also his disentailing deed, will be immaterial. The result will be that, as regards transactions taking place after the commencement of the Act, no evidence of title will be required by the purchasers except documents conveying or vesting the estate.

Existing settlements.—As regards existing settlements, the estate of a tenant for life of full age is by the Bill enlarged into a fee simple or other the estate the subject of the settlement, and then the position is the same as under a settlement made after the Bill takes effect. The rights of purchasers and mortgagees of particular estates under existing settlements are preserved, so that if (for instance) a reversionary life estate has been conveyed to a mortgagee, he will still retain this legal estate for life, and the enlarged estate will be subject to it.

Absolute power of disposition.—The estate owner, having an absolute power of disposition, will convey free from all charges affecting his estate, and none of the present searches will be required as regards liabilities arising after the commencement of the Act, except for lands improvement rent charges (the register for these may be conveniently removed to the Land Registry); and, as regards cautions and inhibitions, the vendor will produce a certificate that none are in force. Further, when an equitable owner obtains a conveyance of a prior estate, he becomes owner in respect of that prior estate, and can make a complete title by means of it, and his former equitable estate ceases to be part of the title; and if he obtains the legal estate every equitable estate behind it becomes wiped off the title.

Real representative.—The Bill provides that the executor or administrator shall be the real as well as personal representative.

As to cautions and inhibitions.—As there is constituted, as proposed by this Bill, an estate owner, with absolute power of disposition, who can defeat all equities, there will be no possibility of making a satisfactory security on those equities, unless there is power to put some check on his

dispositions analogous to a distringas on stock, and without some check there will be an end to a large class of business now transacted. The Bill therefore sets up a scheme of cautions and inhibitions similar to that which would be required under a registration of title. Cautions will drop after 14 days from warning, by registered letter, to the cautioner. Returns to searches may be obtained by post. No lists are to be published, under a penalty. Cautions are to be lodged before twelve o'clock at noon, and, if not, to be considered as lodged the next day, excluding Sunday, and are not to have any effect for two clear days from day of being lodged, excluding Sunday. A purchaser can then ascertain that there is no caution, and will have three clear days from the date of certificate that there is no caution or inhibition wherein to complete before any caution can take effect, and attendance at the Registry to complete will be unnecessary. An inhibition will be the same as a caution, but only put on with the consent of the person restrained, or by Order of Court, and will not drop at the end of the 14 days, but only with consent of the person who inhibits, or by Order of Court. If a cautioner requires to enforce his claim, he will apply for an injunction, and for an Order of the Court enabling him to lodge an inhibition. The present *lis pendens* Register is almost identical with the Caution and Inhibition Register as proposed by the Bill, the *lis pendens* Register being a register of actions commenced, and the Caution and Inhibition Register being a register of claims on which actions may be, or have been, commenced. The Caution and Inhibition Register imposes no greater onus in the way of search than exists at present under the *lis pendens* Register. The System of Cautions and Inhibitions will enable the present onerous searches to be abolished, so far as regards liabilities arising after the commencement of the Act; but lands improvement rent charges must still be allowed priority, and a search for them and for liabilities existing before the commencement of the Act will still remain necessary. The duty of clearing cautions and inhibitions and procuring the proper office copy certificate is, by the Bill, thrown on a vendor. He is bound to produce, before completion, an official certificate of search, shewing that there is no caution or inhibition in force, within two clear days before the day of completion. Provision is made to enable notices under cautions to be sent to a firm of partners as well as to the cautioner, so that a cautioner may obtain ample security, notwithstanding that he may be called abroad. The Registrar will send the notice. The fees for cautions and inhibitions should be fixed with the object only of clearing the working expenses of the register.

Immediate effect of Bill.—It will be seen that this Bill has an immediate effect on titles much more extensive than the Registration of Title Bill of last Session—intended to be compulsory in case of a sale. That Bill, if compulsory, would not in any way simplify the title to land in settlement until a sale; and the land, unless sold under the Settled Land Acts, would remain governed by the present system till a bar of the entail and sale, notwithstanding intermediate mortgages; so that, for many years to come, all matters of pedigree under settlements, including not only settlements existing at the time of the passing of that Bill, but also those afterwards made, and all mortgages, would remain part of the title. Under the Bill now proposed all settlements, existing as well as future, are brought under the new system, and no proof will be required of any matter of pedigree arising after the commencement of the Act, except as to deaths, of which probate or letters of administration will be sufficient conveyancing evidence. This is clearly shewn by the epitome of specimen abstracts contained in the Schedule to the Bill.

Death duties.—If the Government assent to the clause as to death duties, a purchaser will take free from all such duties. In is conceived that the Revenue will not in any way suffer by such assent in consequence of land being made to vest in the real representative, who will be personally liable to see to payment of duties, and moreover the Government can be protected by a caution. This is the existing principle as regards stock and also as regards land held on trust for sale; further, a sale under the Settled Land Acts or under a power, frees the land from succession duty.

Generally.—The creation of a security by deposit of deeds is not only not interfered with, but will be facilitated. No alteration is made in the devolution of beneficial interests. Any consequential repeals of Statutes, and any desired amendments of existing law, will be best effected by a separate Bill, and such Bill ought to provide that all matters for search which now require re-registration every five years should not be re-registered, so that at the end of five years all present searches would cease.

LEGAL NEWS.

APPOINTMENTS.

Mr. Hemming, Q.C., has been elected Master of the Library of Lincoln's-inn, in succession to the late Mr. Bidder, Q.C.

Lord Davey has been elected Dean of the Chapel of Lincoln's-inn, in succession to Mr. Hemming, Q.C.

Mr. James Reynolds, solicitor, of 70, Basinghall-street, London, E.C., has been appointed a Commissioner for Oaths.

Mr. Walter John Pring, solicitor, of Exeter, has been appointed a Commissioner for Oaths. Mr. Pring was admitted in August, 1889.

CHANGES IN PARTNERSHIPS.

Dissolution.

Edric Bayley, Frederick Glynn Adams, and George Lorraine Hawker, solicitors, Raydon House, Potters Fields, Tooley-street, Southwark, London. Dec. 31. [*Gazette*, Feb. 18.

GENERAL.

The *Daily News* says that Mr. Thomas Raleigh, Reader in Law to the University of Oxford, and Quain Professor of Law at University College, London, has been appointed by the Duke of Devonshire to succeed Mr. Faber as Registrar of the Privy Council.

It is announced that the number of companies being compulsorily wound up is not such as to justify the Board of Trade in filling up the vacancy created by the appointment of Mr. Stewart, the official receiver, as clerk of the London County Council.

Mr. Neville, Q.C., made his first appearance in Mr. Justice Romer's court last week, after an absence of about nine months through illness. Mr. Justice Romer and the members of the bar present in court congratulated the learned counsel on his return to health.

The Lord Chief Justice will preside over a meeting in Lincoln's-inn Hall on Friday, the 28th inst., in connection with the Metropolitan Discharged Prisoners' Aid Society. Among the speakers who will be present on the occasion will be Mr. Ruggles-Brise, chairman of the Prisons Board, Sir Frank Lockwood, Q.C., M.P., and Mr. Justice Kekewich.

It appears from the annual report of the Local Government Board, just issued, that the liabilities of the local authorities in respect of their outstanding loans at the end of 1893 exceeded £215,000,000, being an increase of about 132 per cent. since 1875. The loans raised during the nineteen years ending in 1893 amounted to £207,000,000. The amount of debt per pound of rateable value has risen in that period from about 16s. to £1 7s. 4d.

A Parliamentary paper, just issued, giving the receipts and expenditure of the Paymaster-General on behalf of the Supreme Court of Judicature, in respect of the funds of suitors of the court, in the year ended the 28th of February, 1895, states that the receipts for the year, including the balances on the 1st of March, 1894, amounted to £11,819,787 in cash and £66,445,147 in securities, as well as a number of securities. The expenditure during the year amounted to £8,998,825 in cash, and included securities transferred, delivered, and sold to a total of £7,880,948 expressed in English currency, as well as a variety of securities expressed in Indian and foreign currencies. The balances on the 28th of February, 1895, were —cash, £2,820,961; securities, £58,564,128; together with the aforementioned securities.

In the House of Commons on the 18th inst. Mr. Oswald asked the Attorney-General whether he was aware of the practice of Treasury counsel making statements of alleged facts (not proved or previously adjudicated upon) to the prejudice of prisoners after conviction and before sentence, and calculated to influence the judge unfavourably towards them; and whether steps would be taken to stop such practice.—The Attorney-General said: The practice is not correctly stated in the hon. and learned member's question. It has for many years been the custom, after a prisoner has been convicted and before he is sentenced, for the presiding judge to ask for information as to the antecedents of the prisoner. This information is given on the report of responsible people by counsel, whether instructed by the Treasury or not. Such statements are by no means invariably calculated to prejudice prisoners. The wisdom of such a practice is for the judges, and, in my opinion, it would not be desirable in the interests of convicted prisoners to put an end to such practice.—Mr. Oswald said he should take an early opportunity of calling attention to this matter.

An important sale of City freeholds was held at Tokenhouse-yard on Tuesday, by Messrs. Debenham, Tewson, Farmer, and Bridgewater. No. 16, Poultry, let on lease, forty-two years unexpired, at £600 per annum, sold for £18,300, equal to thirty and a half years' purchase on the rental. The freehold of Nos. 37 and 38, King William-street, London-bridge, let in three portions, at rentals producing a net income of about £700 or £750 per annum, realized £18,050.

On Wednesday last Messrs. H. E. Foster & Cranfield held an auxiliary periodical sale of reversions, life interests, life policies, &c., when a total of over £17,150 was realized as follows:—Absolute reversions to three one-seventh shares of a trust estate invested in bank stock and cash value £13,400, together with life interests in two-sevenths, sold for £3,125; life interest of lady aged forty-four in £84 per annum from railway stocks, £810; absolute reversion to one moiety of £23,099, sold for £5,650; reversionary life interest in £633 per annum, together with policy for £8,500, sold for £6,175; life interest of gentleman aged thirty-six in £43 10s. per annum, £350; life policy for £700 in Scottish Provident, life aged sixty-two, £340; shares in Rhea Fibre Treatment Co., £715 10s.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Feb. 24	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday 25	Ward	Clowes	Godfrey
Wednesday 26	Pemberton	Jackson	Leach
Thursday 27	Ward	Clowes	Godfrey
Friday 28	Pemberton	Jackson	Leach
Saturday 29	Ward	Clowes	Godfrey

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Feb. 24	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday 25	Rolt	Lavie	Pugh
Wednesday 26	Farmer	Carrington	Beal
Thursday 27	Rolt	Lavie	Pugh
Friday 28	Farmer	Carrington	Beal
Saturday 29	Rolt	Lavie	Pugh

BIRTHS, MARRIAGES, AND DEATHS.

DEATH.

BRAMLEY.—At her residence, Oak Hill House, Sheffield, on the 13th inst., aged 84 years and 11 months, Fanny Grace Bramley, widow of Edward Bramley, solicitor and first Town Clerk of Sheffield, and mother of Herbert Bramley, the present Town Clerk.

WINDING UP NOTICES.

London Gazette—FRIDAY, Feb. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN MORTGAGE TRUST, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and particulars of their debts or claims, to Alfred Philip King, 103, Palmerston bldgs Parker & Co, St Michael's Rectory, Cornhill, solors to liquidators

CANTON AGENCY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 14, to send their names and addresses, and particulars of their debts or claims, to F. W. Smith, 113, Wool Exchange, Basinghall st. Taylor, 5, Gray's inn sq, solor to liquidator

HAMPSHIRE OBSERVER CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and particulars of their debts or claims, to Charles Johnson, Jewry st, Winchester. Godwin, Winchester, solor to liquidator

HULL AND GRIMSBY STEAM CARRYING CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Sir George Frederick Wells and Mr William Edward Coatsworth, Oberon Wharf, Queen st, Kingston-on-Hull. Jackson & Co, Hull, solors to liquidators

INTERNATIONAL PACKING AND PROVISION CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Andrew Wallace Barr, 30, Moorgate st. Yeo, 17, Throgmorton avenue, solor

JOHN & SAMUEL TAYLOR, LIMITED (OF PRIMROSE BANK MILL, OLDHAM)—Creditors are required, on or before March 27, to send their names and addresses, and particulars of their debts or claims, to George Taylor, liquidator, care of Farrar & Co, Manchester, solors to liquidator

POTOSI ESTATE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 15, to send their names and addresses, and particulars of their debts or claims, to John Henry Sillem and John Stephens Chappelow, 10, Lincoln's inn fields. Francis & Johnson, 20, Austinfriars, solors to liquidators

ROYAL HOTEL (NEW), VENTNOR, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and particulars of their debts and claims, to Edwin Joseph Biggs, 6, Adam st, Adelphi, Strand. Twist, 5, Bedford row, solor for liquidator

SOUTH LONDON MUSIC HALL, LIMITED—Creditors are required, on or before March 18, to send their names and addresses, and particulars of their debts or claims, to W. P. Campbell-Everden, Suffolk House, Laurence Pountney hill, Cannon st

London Gazette.—TUESDAY, Feb. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GYMNASIUM AND SOCIAL AND ATHLETIC CLUB, LIMITED—Creditors are required, on or before March 29, to send their names and addresses, and particulars of their debts or claims, to Mr Walter Price Price-Heywood, 26, Brown st, Manchester. Simpson, Manchester, solor to liquidator

INTERNATIONAL COMMERCIAL CO, LIMITED—Petn for winding up, presented June 21, 1895, directed to be heard on Monday, March 2. Norris & Co, 20, Bedford row, agents for Adderley, Longton, Staffs, solor. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 29

LITTLEBOROUGH FIRE CLAY AND COAL CO, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and particulars of their debts or claims, to Henry Fishwick, Esq, J.P., Rochdale. March, Rochdale, solor to liquidator

MANCHESTER NEWSPAPER CO, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and particulars of their debts or claims, to W. P. Price-Heywood, 26, Brown st, Manchester. Batty & Co, Manchester, solors to liquidator

SUNDERLAND EDUCATIONAL TRADING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 29, to send their names and addresses, with full particulars of their debts or claims, to Mr Robert Alfred Brown, 16, John st, Sunderland. Graham & Shepherd, Sunderland, solors for liquidator

WIGWELL BRICK AND TILE CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to William Denton, 3, Crosshall st, Liverpool. Collins & Co, Liverpool, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

INDUSTRIAL TWENTY POUNDS MONEY CLUB, Fleece Hotel, Stanningley, Leeds. Feb 5

NEW TOWN MUTUAL LOAN AND INVESTMENT SOCIETY, Royal Oak Inn, New Town, Cradley Heath, Staffs. Feb 12

SPEEN AND SHAW-CUM-DONNINGTON BENEFIT SOCIETY, Mr Jas. Freeman's School House, Stock Cross, Newbury, Berks. Feb 12

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 4.

DRUMMOND, WILLIAM HILL, Liverpool, Iron Ship Cementer March 7 Drummond v Yates Registrar, Liverpool Rees, Birkenhead

SCHLOSS, LOUIS, Crumpsall, nr Manchester, Merchant March 3 Ashworth v Schloss, Registrar, Manchester Milne, Manchester

London Gazette.—FRIDAY, Feb. 7.

BATEMAN, ROBERT, Bertholey House, Llantrissent, Monmouth, Esq March 2 Adams v Bateman, Stirling, J. White, Southampton st, Bloomsbury

BLEAKLEY, WILLIAM HENRY, Birkenhead, Builder March 10 Jordan v Bleakley, Registrar, Liverpool Moulding, Liverpool

JOHNSON, JAMES, Warehorne, Kent, Farmer March 3 Ballard v Johnson, Stirling, J. Bannon, New Romney, Kent

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 14.

RECEIVING ORDERS.

ADAMS, RICHARD, West Bromwich West Bromwich Pet Feb 13 Ord Feb 12

ARCHIBALD, GEORGE TOMLINSON, Workington, Cumbrid, Chemist Workington Pet Jan 29 Ord Feb 10

ARDEN & Co, Gt Yarmouth, Fancy Dealers Gt Yarmouth Pet Jan 27 Ord Feb 11

ASPINALL, GEORGE, Halifax, Commercial Traveller Halifax Pet Feb 11 Ord Feb 11

AVONBRING, NICHOLAS, Queen Victoria st, Merchant High Court Pet Jan 9 Ord Feb 10

BERRY, JOHN, Westbourne rd, Barnsbury, Coal Merchant High Court Pet Feb 10 Ord Feb 10

BINCKLEY, WILLIAM EDWARD, and EDWARD ALLINGHAM, Willesden lane, Kilburn, Grocers High Court Pet Feb 12 Ord Feb 12

BOOTT, JOSEPH, Burton on Trent, Clothing Manufacturer Burton on Trent Pet Feb 11 Ord Feb 11

BRYANT, RICHARD HENRY HELLYER, Meavy, Devon, Builder Plymouth Pet Feb 12 Ord Feb 12

BUNN, PERCY GEORGE, Edgware rd, Toolmaker High Court Pet Feb 12 Ord Feb 12

BURNARD, WILLIAM, Scarborough, Lodging House Keeper Scarborough Pet Feb 12 Ord Feb 12

BUTLER, EDWIN WATSON, Dickenson rd, Crouch Hill, Agent High Court Pet Jan 18 Ord Feb 11

CAMPBELL, FRANCIS DONALD, Southampton, Gent Southampton Pet Jan 6 Ord Feb 10

CAE, RANDLE THOMAS, Coalbrookdale, Salop, Farmer Madeley Pet Jan 31 Ord Feb 12

CLAYTON, THOMAS HENRY, Maldon, Essex, Saddler Chelmsford Pet Feb 7 Ord Feb 7

COBBETT, MURDOCH, Brynmawr, Brecon, Draper Tredegar Pet Jan 20 Ord Feb 11

CROSSLEY, CHARLES PLATT, Ipswich, Oil Cake Broker Ipswich Pet Feb 10 Ord Feb 10

EVANS, DAVID JOHN, Merthyr Tydfil, Hosier Merthyr Tydfil Pet Feb 12 Ord Feb 12

FARRANT, WALTER, Swansea, Florist Swansea Pet Feb 11 Ord Feb 11

FISHER, ROBINSON, Calverley, Yorks, Cab Proprietor Bradford Pet Feb 12 Ord Feb 12

G FLEMING & Co, Liverpool, Stock Brokers Liverpool Pet Jan 27 Ord Feb 11

FOX, CHARLES FREDERICK, Halifax, Electrical Engineer Halifax Pet Feb 11 Ord Feb 11

GANGE, ELLEN, Bridport, Dorset, Fish Dealer Dorchester Pet Feb 11 Ord Feb 11

GUNNING, JOHN EDWARD, Horfield, Glos, Commercial Traveller Bristol Pet Feb 11 Ord Feb 11

HARPER, ABRAHAM, Otley, nr Leeds, Carter Leeds Pet Feb 8 Ord Feb 8

HARRIS, WILLIAM HENRY, Hucknall Torkard, Notts, Joiner Nottingham Pet Feb 12 Ord Feb 12

HARVEY, GEORGE, St George st, St George's in the East, Grocer High Court Pet Feb 10 Ord Feb 10

HAWKESWORTH, MARTHA LUCY, Southampton, Grocer Southampton Pet Feb 10 Ord Feb 10

HOBART, AUSTIN, Swansea, Colliery Proprietor Swansea Pet Jan 29 Ord Feb 10

HOLLIDAY, JAMES DAVID WATSON, Birchfield st, Poplar House Decorator High Court Pet Feb 12 Ord Feb 12

HOPLEY, WILLIAM, Walsall, Staffs, School Board Officer Walsall Pet Feb 11 Ord Feb 11

HOWE, HARLEY, Stradbroke, Suffolk, Farmer Ipswich Pet Feb 12 Ord Feb 12

HOYES, JOHN, Rochdale, Corn Dealer Rochdale Pet Feb 11 Ord Feb 11

HULME, JAMES, Parrs Unsworth, nr Manchester, Farmer Bolton Pet Feb 11 Ord Feb 11

INSULL, RICHARD, Ombersley, Worcs, Market Gardener Worcester Pet Feb 12 Ord Feb 12

ISAACS, HENRY ISAAC, Birkenhead, Butcher's Agent Birkenhead Pet Feb 12 Ord Feb 12

JENKINS, RICHARD COOK, Uplands, Swansea, Tinplate Manufacturer Swansea Pet Feb 8 Ord Feb 8

JONES, JOHN, Newport, Mon, Rubber Dealer Newport, Mon Pet Jan 28 Ord Feb 10

MCCANN, THOMAS, Beswick, Manchester, Boot Maker Manchester Pet Feb 11 Ord Feb 11

MORGAN, STEPHEN WILLIAM, Carmarthen, Fruiterer Carmarthen Pet Feb 10 Ord Feb 10

MURRAY, THOMAS, West Bromwich, Warehouseman Birmingham Pet Feb 10 Ord Feb 10

NEWHOOK, WILLIE GEORGE, Calverley, Yorks, Golf Professional Bradford Pet Feb 11 Ord Feb 11

NEWMAN, ARTHUR ALEXANDER, Guildford Guildford Pet Feb 11 Ord Feb 11

NOBLE, CHARLES, Tokenhouse bldgs, Estate Broker High Court Pet Nov 20 Ord Feb 12

PALMER, JOSEPH GLENNY, Gt Portland st, Cabinet Maker High Court Pet Dec 18 Ord Feb 12

PENN, CHARLES EBENEZER, Vestry rd, Walthamstow, Builder High Court Pet Feb 10 Ord Feb 10

PARCIOUS, JOHN, Leeds, late Farmer York Pet Feb 11 Ord Feb 11

RICHARDSON, FERDINAND, Twickenham Brentford Pet Dec 24 Ord Feb 11

SHANE, ISAAC MINDEN, Stroud, Glos, Master Tailor Gloucester Pet Feb 10 Ord Feb 10

SHELDON, JOHN, Leek, Staffs, Silk Manufacturer Macclesfield Pet Feb 11 Ord Feb 11

SPENCER, CHARLES, Belper, Derbyshire, Grocer Derby Pet Feb 12 Ord Feb 12

STREET, COOKSEY, & WRIGHT, Clerkenwell rd, Bookbinders High Court Pet Jan 17 Ord Feb 10

STUART, BARRY, Scarborough, Comedian Scarborough Pet Feb 10 Ord Feb 10

TATTAM, JOSEPH, Bourn, Cambs, Farmer Cambridge Pet Feb 11 Ord Feb 11

THOMAS, JAMES, Swansea Swansea Pet Feb 11 Ord Feb 11

THOMAS, EDWARD, Heaton, Newcastle on Tyne, Draughtsman Newcastle on Tyne Pet Feb 11 Ord Feb 11

TINDAL, HENRIETTA MARIA O'DONNELL, Sandown, I of W Reading Pet Jan 20 Ord Feb 8

TODD, GEORGE F, Derby, Builder Derby Pet Jan 31 Ord Feb 11

TUFF, EDMUND, Milton next Sittingbourne, Labourer Rochester Pet Feb 11 Ord Feb 11

TURNER, GEORGE EDWIN, Newport, Mon, Grocer Newport, Mon Pet Feb 11 Ord Feb 11

VAREY, FRANCIS, Darlington, Painter Stockton on Tees Pet Feb 11 Ord Feb 11

WARD, FRANCIS WILLIAM, Matlock Bath, Derbys, Butcher Derby Pet Feb 12 Ord Feb 12

WHITE, EDWIN, Merthyr Tydfil, Picture Frame Maker Merthyr Tydfil Pet Feb 11 Ord Feb 11

WILKINS, WILLIAM, Hardwick, Warwicks, Farmer Warwick Pet Feb 10 Ord Feb 10

WILLIAMS, THOMAS, Cardiff, Tailor's Cutter Cardiff Pet Feb 11 Ord Feb 11

WOOD, TOM, Blackpool, Hosier Preston Pet Jan 29 Ord Feb 10

WOODCOCK, EDWARD, Ossett, Yorks, Leather Dresser Dewsbury Pet Feb 10 Ord Feb 10

Amended notice substituted for that published in the London Gazette of Feb. 4:

VILE, WILLIAM GEORGE, Ashford, Kent, Builder Canterbury Pet Jan 31 Ord Jan 31

FIRST MEETINGS.

ASKEW, JOHN, Kendal, Westmrld, Innkeeper Feb 22 at 11.30 120, Highgate, Kendal

ASPINALL, GEORGE, Halifax, Commercial Traveller Feb 24 at 11.30 Off Rec, Townhall chmbrs, Halifax

BARNETT, HENRY JAMES, Swansea, Plumber Feb 25 at 12 Off Rec, 31, Alexandra rd, Swansea
BATHLY, ROBERT GODFREY, Gorleston, Suffolk, Surgeon March 3 at 10.30 Lovewell Blake, South Quay, Gt Yarmouth
BOOTH, WILLIAM HENRY, Peterborough, Commercial Traveller March 2 at 12 Law Courts, New rd, Peterborough
BRICE, BERNARD HENRY, Hythe, Kent, Cabinet Maker Feb 21 at 9 Off Rec, 73, Castle st, Canterbury
BROWNLOW, MORRISON, & Co, Newington Butts, S E Feb 21 at 2.30 Bankruptcy bldgs, Carey st
BURCHALL, WALTER, Little Bytham, Lincs, Blacksmith March 2 at 12 Law Courts, New rd, Peterborough
CAMPBELL, FRANCIS DONALD, Southampton, Gent Feb 25 at 3.30 Off Rec, 4, East st, Southampton
CLAXTON, GEORGE, Belton, Suffolk, Coal Merchant Feb 22 at 12.30 Off Rec, 8, King st, Norwich
COMER, ELLIS, Holywell st, Strand, Bath Proprietor Feb 21 at 12 Bankruptcy bldgs, Carey st
COOKSON, WILLIAM, Tiverton, Devon, Jeweller Feb 21 at 3 The Castle, Exeter
COPE, GEORGE, Burmantofts, Leeds, Miner Feb 26 at 11 Off Rec, 22, Park row, Leeds
COULSON, MARY ANN, Thirsk, Yorks, Farmer Feb 24 at 11.30 Court House, Northallerton
CROSSLEY, CHARLES PLATT, Ipswich, Oil Cake Broker Feb 25 at 12.15 Off Rec, 36, Princes st, Ipswich
DANGERFIELD, ARTHUR, Belmont place, Crouch End, Printer Feb 22 at 11.30 Off Rec, 95, Temple chmbrs, Temple avenue
ELLISON, JOSEPH, Castle Chare, Durham, Innkeeper Feb 21 at 3.30 Three Tuns Hotel, Durham
EVANS, JOHN, Pwllgwaun, nr Pontypridd, Haulier Feb 24 at 3 65, High st, Merthyr Tydfil
FOX, CHARLES FREDERICK, Halifax Feb 24 at 11 Off Rec, Townhall chmbrs, Halifax
GOODWIN, LOUISA, Canterbury, Farmer Feb 21 at 11 Off Rec, 9, King st, Maidstone
HAWKESWORTH, MARTHA LUCY, Southampton, Grocer Feb 25 at 3 Off Rec, 4, East st, Southampton
HEFFER, GEORGE STANLEY, Folkestone, Director Feb 21 at 9.30 Off Rec, 73, Castle st, Canterbury
HOLDEN, JOHN, Bentham, Yorks, Farmer Feb 22 at 12 120, Highgate, Kendal
HOWE, HARLEY, Stradbroke, Suffolk, Farmer Feb 25 at 12.45 Off Rec, 36, Princes st, Ipswich
JOHNSTONE, HERBERT CAMPBELL, Down st, Piccadilly Feb 21 at 2.30 Bankruptcy bldgs, Carey st
JONES, DAVID, Skewen, nr Neath, Glam, Collier Feb 25 at 2.30 Off Rec, 31, Alexandra rd, Swansea
JONES, WILLIAM, and MARY ANN JONES, Wrexham, Boot Dealers Feb 21 at 2.30 The Priory, Wrexham
MCCANN, THOMAS, Beswick, Manchester, Bootmaker Feb 21 at 3 Ogden's chmbrs, Bridge st, Manchester
NEWBOOK, WILLIE GEORGE, Calverley, Yorks, Golf Professional Feb 26 at 11 Off Rec, 31, Manor row, Bradford
PRECIOUS, JOHN, Hemingborough, Yorks, Blacksmith Feb 27 at 1 Off Rec, 28, Stonegate, York
SHERWOOD, WILLIAM, Wallis Down, Dorsetshire, Builder Feb 21 at 12.30 Off Rec, Salisbury
SMITH, ELLEN, Horkstow, Lincs, Butcher Feb 22 at 11 Off Rec, 15, Osborne st, Gt Grimsby
SMITH, GEORGE, Mitcheldean, Glos, Saddler Feb 22 at 12 Off Rec, 15, King st, Gloucester
SMITH, LEWIS JOHN, Braintree, Essex, Upholsterer Feb 21 at 2.30 Horn Hotel, Braintree, Essex
SMITH, W P, Sussex st, Pimlico Feb 21 at 11 Bankruptcy bldgs, Carey st
STREDDER, JONAH CLIFTON, Southport, Lancs, Insurance Manager Feb 25 at 2 Off Rec, 35, Victoria st, Liverpool
TATTAM, JOSEPH, Bourn, Cambs, Farmer Feb 25 at 12 Off Rec, 5, Petty Cury, Cambridge
THOMAS, ANN, Trecherbert, Glam, Tailor Feb 25 at 12 65, High st, Merthyr Tydfil
TUFF, EDMUND, Milton next Sittingbourne, Kent, Labourer Feb 24 at 11.15 Off Rec, 9, King st, Maidstone
TURNER, GEORGE, Kingston upon Hull, Furniture Dealer Feb 21 at 11 Off Rec, Trinity House lane, Hull
WILKINSON, HARVEY, Gainsborough, Auctioneer Feb 27 at 12 Off Rec, 31, Silver st, Lincoln
WILLIAMS, CHARLES, Ironbridge, Salop, Grocer Feb 22 at 11.30 Off Rec, Shrewsbury
WILLIAMS, DAVID, Pontypridd, Cattle Dealer Feb 25 at 3 65, High st, Merthyr Tydfil
WOOLTHOUSE, ROBERT JOHN, Southsea, Baker Feb 25 at 3 Off Rec, Cambridge Junction, Portsmouth

ADJUDICATIONS.

ASHTALL, GEORGE, Halifax, Commercial Traveller Halifax Pet Feb 11 Ord Feb 11
BARNETT, WALTER ERNEST, Wellesley rd, Chiswick Brentford Pet Sept 12 Ord Feb 8
BENNET, LOUIS, East Molesey, Surrey Kingston, Surrey Pet Jan 2 Ord Feb 10
BENNY, JOHN, Weathercote rd, Barnsbury, Coal Merchant High Court Pet Feb 10 Ord Feb 10
BRUNT, JOSEPH, Burton on Trent, Clothing Manufacturer Burton on Trent Pet Feb 11 Ord Feb 11
BULLEY, RICHARD HENRY HELLYER, Mount, Devonshire, Builder Plymouth Pet Feb 12 Ord Feb 12
BURNARD, WILLIAM, Scarborough, Lodging house Keeper, Scarborough Pet Feb 11 Ord Feb 12
BUSH, JOHN, Bath, Solicitor Bath Pet Jan 13 Ord Feb 12
CALCOTT, RICHARD GEORGE, Leeds, Musical Instrument Dealer Leeds Pet Dec 31 Ord Feb 11
CROSSLEY, CHARLES PLATT, Ipswich, Oil Cake Broker Ipswich Pet Feb 10 Ord Feb 10
EVANS, DAVID JOHN, Merthyr Tydfil, Hosier Merthyr Tydfil Pet Feb 11 Ord Feb 12
FARRANT, WALTER, Swansea, Florist Swansea Pet Feb 11 Ord Feb 11
FOWLER, EDMUND, Calverley, Yorks, Cab Proprietor Bradford Pet Feb 12 Ord Feb 12
GANGE, ELLEN, Bridport, Dorsetshire, Fish Dealer Dorchester Pet Feb 11 Ord Feb 11
HARDING, WILLIAM, Camberwell High Court Pet Jan 10 Ord Feb 11
HARE, GEORGE, Skipworth, Yorks, Farmer York Pet Feb 7 Ord Feb 12
HARPER, ABRAHAM, Leeds, Carter Leeds Pet Feb 8 Ord Feb 8
HARRIS, WILLIAM HENRY, Hucknall Torkard, Notts, Joiner Nottingham Pet Feb 12 Ord Feb 12
HARVEY, GEORGE, St George's in the East, Grocer High Court Pet Feb 10 Ord Feb 10
HAWKESWORTH, MARTHA LUCY, Southampton, Grocer Southampton Pet Feb 10 Ord Feb 10
HEFFER, GEORGE STANLEY, Folkestone, Director Canterbury Pet Nov 30 Ord Feb 10
HOPLEY, WILLIAM, Walsall, Staffs, School Board Officer Walsall Pet Feb 11 Ord Feb 11
HOWE, HARLEY, Stradbroke, Suffolk, Farmer Ipswich Pet Feb 12 Ord Feb 12
HULME, JAMES, Parrs Unsworth, Manchester, Farmer Bolton Pet Feb 11 Ord Feb 11
ISAACS, HENRY ISAAC, Birkenhead, Commission Agent Birkenhead Pet Feb 12 Ord Feb 12
ISSULL, RICHARD, Ombersley, Worcester, Market Gardener Worcester Pet Feb 12 Ord Feb 12
JENKINS, WALTER, Carmarthen, Jeweller Carmarthen Pet Jan 30 Ord Feb 10
JENKINS, HENRY WINCKWORTH, Norfolk House, Victoria Embankment, Wine Merchant High Court Pet Jan 2 Ord Feb 8
JONES, WILLIAM, and MARY ANN JONES, Wrexham, Boot Dealers Wrexham Pet Jan 20 Ord Feb 10
KING, GEORGE COE, Gt Dover st, Horsedealer High Court Pet Jan 11 Ord Feb 8
LANE, ALBERT EDWARD, and THOMAS WILLIAM LANE, Birmingham, Builders Birmingham Pet Feb 8 Ord Feb 12
LYTHGOE, WILLIAM, Malpas, Cheshire, Plumber Nantwich Pet Jan 25 Ord Feb 11
MCCANN, THOMAS, Manchester, Bootmaker Manchester Pet Feb 11 Ord Feb 11
MCKEAN, ANDREW EDWARD, Grafton st, Old Bond st, W High Court Pet Oct 17 Ord Feb 12
MITCHELL, JOSEPH HENRY, and EDWARD COLLIER, St Pauls churchyard, Tailors High Court Pet Jan 28 Ord Feb 12
MORGAN, STEPHEN WILLIAM, Carmarthen, Fruiterer Carmarthen Pet Feb 10 Ord Feb 10
NEWBOOK, WILLIE GEORGE, Calverley, Yorks, Golf Professional Bradford Pet Feb 11 Ord Feb 11
PENN, CHARLES EBENEZER, Vestry rd, Walthamstow, Builder High Court Pet Feb 10 Ord Feb 10
PINCHBECK, KENT, York bldgs, Adelphi, Architect High Court Pet Dec 17 Ord Feb 12
PLATT, JAMES, Ashton under Lyne, Money Lender Ashton under Lyne Pet Jan 20 Ord Feb 8
POCOCK, HERBERT LLEWELYN, St Leonards on Sea, School Principal Hastings Pet Feb 4 Ord Feb 10
PRECIOUS, JOHN, Leeds, Blacksmith York Pet Feb 11 Ord Feb 11
SHAHE, ISAAC MINDEN, Stroud, Master Tailor Gloucester Pet Feb 10 Ord Feb 10
SPENCER, CHARLES, Belper, Derby, Grocer Derby Pet Feb 12 Ord Feb 12
STUART, BARRY, Scarborough, Comedian Scarborough Pet Feb 10 Ord Feb 10
TATTAM, JOSEPH, Bourn, Cambs, Farmer Cambridge Pet Feb 11 Ord Feb 11
THOMAS, JAMES, Swansea Swansea Pet Feb 11 Ord Feb 11
TUFF, EDMUND, Milton next Sittingbourne, Kent, Labourer Rochester Pet Feb 11 Ord Feb 11
TURNER, GEORGE EDWIN, Newport, Mon, Grocer Newport, Mon Pet Feb 11 Ord Feb 11
VAREY, FRANCIS, Darlington, Durham, Painter Stockton on Tees Pet Feb 10 Ord Feb 11
WARD, FRANCIS WILLIAM, Matlock Bath, Derbyshire, Butcher Derby Pet Feb 12 Ord Feb 12
WHITE, EDWIN, Merthyr Tydfil, Picture Frame Maker Merthyr Tydfil Pet Feb 11 Ord Feb 11
WILKINS, WILLIAM, Prior Hardwick, Warwickshire, Farmer Warwick Pet Feb 10 Ord Feb 10
WOODCOCK, EDWARD, Ossett, Yorks, Leather Dresser Dewsbury Pet Feb 10 Ord Feb 11

Amended notice substituted for that published in the London Gazette of Feb. 4:

VILE, WILLIAM GEORGE, Ashford, Kent, Builder Canterbury Pet Jan 30 Ord Jan 31

London Gazette.—TUESDAY, Feb. 18.

RECEIVING ORDERS.

ALEXANDER, BENJAMIN, Hightown, Manchester, Smallware Dealer Manchester Pet Feb 13 Ord Feb 13
ANDERSON, ALEXANDER, Preston, Lancs, Licensed Victualler Preston Pet Feb 14 Ord Feb 14
BAGSHAW, THOMAS ALBERT GARBUTT, Savile Town, nr Dewsbury, Fruiterer Dewsbury Pet Feb 13 Ord Feb 13
BARRIS, HUGH H, Northampton, Draper Northampton Pet Jan 29 Ord Feb 11
BUTLER, CHARLES PHILIP, Little Shelford, Cambridgeshire, Baker Cambridge Pet Feb 15 Ord Feb 15
DAVEY, E, Bedford Hill rd, Balham, Baker Wandsworth Pet Jan 20 Ord Feb 13
GARRETT, DANIEL FITZGERALD, Suffolk st, Pall Mall, J P High Court Pet Jan 29 Ord Feb 14
GRIFFITH, WILLIAM, Portdinorwic, Carnarvonshire, Farmer Bangor Pet Jan 24 Ord Feb 14
HAYNOR, GEORGE WILLIAM, Leytonstone, Commercial Clerk High Court Pet Feb 13 Ord Feb 13
K HIRST & SON, Yeadefrost, Leeds, Tailor Wakefield Pet Jan 14 Ord Feb 5
HOOD, FREDERICK, Nottingham Nottingham Pet Feb 15 Ord Feb 15
HOPKINS, JOSEPH, Bedford, Pianoforte Dealer High Court Pet Jan 28 Ord Feb 14
HORN, THOMAS, Drybeck, Westmoreland, Farmer Kendal Pet Feb 14 Ord Feb 15
JEFFERIES, FREDERICK WILLIAM, Batley, Yorks, Stock Broker Dewsbury Pet Feb 13 Ord Feb 13
JENNINGS, GEORGE, Craig's Court, Charing Cross High Court Pet Jan 29 Ord Feb 14
JONES and BRUFF, Banner st, Paper Merchants High Court Pet Feb 1 Ord Feb 14
JONES, THOMAS, Rhuddlan, Flint, Farmer Bangor Pet Feb 15 Ord Feb 15
JONES, THOMAS, Abergwilly, Carmarthen, Coal Merchant Carmarthen Pet Feb 15 Ord Feb 15
LAYCOCK, JAMES, Hunslet, Leeds, Manufacturer Leeds Pet Jan 31 Ord Feb 13
LEWIS, VINSON, Llanbradach, Glam, Tailor Pontypridd Pet Feb 14 Ord Feb 14
MERCHANT, WILLIAM, Pontypridd, Bank Manager Pontypridd Pet Feb 15 Ord Feb 15
MILLER, JOHN, Ashford, Kent, Hotel Keeper Canterbury Pet Feb 14 Ord Feb 14
NEWMAN, ABRAHAM, Porten rd, West Kensington, Jeweller High Court Pet Jan 28 Ord Feb 15
PARSONS, JOHN FRANCIS, West Norwood, Surrey, Coleman High Court Pet Feb 13 Ord Feb 13
PLOTZKER, DAVID, Leeds, Butcher Manchester Pet Feb 15 Ord Feb 15
POLITACHI, PAUL PLATO, Manchester Manchester Pet Feb 13 Ord Feb 13
PUXTY, CHARLES, Brynmawr, Brecon, Confectioner Tredegar Pet Feb 13 Ord Feb 13
QUICK, JOSEPH, Plymtree, Devon, Bootmaker Exeter Pet Feb 14 Ord Feb 14
ROBINSON, KENDALL, Blyth, Northumbrid, Journalist Newcastle on Tyne Pet Feb 14 Ord Feb 14
ROSENTHAL, JULIUS LOEWE, Southampton st, Fitzroy sq High Court Pet Jan 28 Ord Feb 13
SHORTHOUSE, NEVILLE, Sackville st, Piccadilly, Surgeon High Court Pet Jan 20 Ord Feb 13
STABLES, AMY SMITH, Morley, Yorks, Milliner's Assistant Leeds Pet Feb 13 Ord Feb 13
SUGDEN, WILLIAM ALBERT, Halifax, Coal Merchant Halifax Pet Feb 15 Ord Feb 15
THOMAS, DAVID, Swansea, Colliery Proprietor Swansea Pet Jan 31 Ord Feb 14
THOMAS, HERBERT, Rermondsey New rd, Butcher High Court Pet Jan 30 Ord Feb 13
TOMPKINS, J G, Billiter sq High Court Pet Nov 23 Ord Feb 13
WELCH, HENRY GEORGE, Bristol, Boot Dealer Bristol Pet Feb 13 Ord Feb 13
WILKINSON, JANE, Castleford, Yorks Leeds Pet Feb 12 Ord Feb 12
WILLIAMS, JOHN, Bethesda, Carnarvon, Grocer Bangor Pet Feb 14 Ord Feb 14
WORRALL, WILLIAM, Latchford, Cheshire, Butcher Warrington Pet Feb 13 Ord Feb 13

Amended notice substituted for that published in the London Gazette of Feb. 14:

CARR, RANDLE THOMAS, Coalbrookdale, Salop, Farmer Madeley Pet Jan 31 Ord Feb 12

FIRST MEETINGS.

ALEXANDER, BENJAMIN, Manchester, Smallware Dealer Feb 26 at 2.45 Ogden's chmbrs, Bridge st, Manchester
BAGSHAW, THOMAS ALBERT GARBUTT, Dewsbury, Fruiterer Feb 25 at 3 Off Rec, Bank chmbrs, Batley
BRITTAIN, ALFRED GEORGE, Birmingham, School Proprietor Feb 26 at 11 23, Colmore row, Birmingham
BRUNT, JOSEPH, Burton on Trent, Clothing Manufacturer Feb 25 at 2.30 Off Rec, 40, St Mary's gate, Derby
BUCK, PERCY GEORGE, Euston rd, Toolmaker Feb 25 at 12 Bankruptcy bldgs, Carey st
CARRINGTON, ARTHUR, Luton, Tailor Feb 23 at 12 Off Rec, St Paul's sq, Bedford
CLAYTON, THOMAS HENRY, Maldon, Essex, Saddler Feb 25 at 12.30 Off Rec, 95, Temple chmbrs, Temple avenue
COOKE, ISABELLA, and ALFRED CLAYSON, Aldershot, Hants, Butchers Feb 27 at 11.30 24, Railway app, London Bridge
DARNBOROUGH, ELIZA, Blackpool March 6 at 2.30 Off Rec, 14, Chapel st, Preston
DAVIES, WILLIAM ARTHUR, Llandilo, Cabinet Maker Feb 25 at 12.30 Off Rec, 4, Queen st, Carmarthen
FFOULKES, SARAH SOPHIA, Birmingham, School Proprietress Feb 28 at 11 23, Colmore row, Birmingham
FISHER, ROBINSON, Calverley, Yorks, Cab Proprietor Feb 27 at 11 Off Rec, 31, Manor row, Bradford
FLINT, GEORGE GILMAN, Boxmoor, Herts, Auctioneer Feb 25 at 12 Bankruptcy bldgs, Carey st
GEORGE, THOMAS, Carmarthen, Woollen Manufacturer Feb 25 at 12 Off Rec, 4, Queen st, Carmarthen
GUNNING, JOHN EDWARD, Horfield, Glos, Commercial Traveller Feb 26 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
HARDING, WILLIAM, Grosvenor pk, Camberwell Feb 25 at 2.30 Bankruptcy bldgs, Carey st
HARRISON, JOHN WILLIAM, Doncaster, Seedsman Feb 25 at 2.30 Off Rec, Figtree lane, Sheffield
HARRIS, WILLIAM HENRY, Nottingham, Joiner Feb 25 at 12 Off Rec, St Peter's Church walk, Nottingham
HARVEY, GEORGE, St George st, St George's in the East, Grocer Feb 26 at 12 Bankruptcy bldgs, Carey st
HOYLE, RICHARD, Bawtry, Yorks, Agricultural Implement Maker Feb 25 at 3 Off Rec, Figtree lane, Sheffield
HULME, JAMES, Unsworth, nr Manchester, Farmer Feb 25 at 11 16, Wood st, Bolton
ISSULL, RICHARD, Ombersley, Worcestershire, Market Gardener Feb 27 at 11.30 Off Rec, 45, Copenhagen st, Worcester
JENKINS, GWILYM, Merthyr Tydfil, Licensed Victualler Feb 26 at 12 65, High st, Merthyr Tydfil
JENKINS, WALTER, Carmarthen, Jeweller Feb 25 at 11 Off Rec, 4, Queen st, Carmarthen
JONES BROS, Birmingham, House Furnishers Feb 26 at 12 23, Colmore row, Birmingham
LLOYD, THOMAS, Radnorshire, Grocer Feb 26 at 1 Off Rec, Llandilo

MASON, BENJAMIN, Sheffield, Draper Feb 25 at 2 Off Rec, Figtree lane, Sheffield

MOSS, JOSEPH WILLIAM, Birmingham, Beer Retailer Feb 26 at 12 23, Colmore row, Birmingham

MULLER, ANDREW, Consett, Durham, Plasterer Feb 28 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

NOBLE, CHARLES, Tokenhouse bldgs, Estate Broker Feb 27 at 12 Bankruptcy bldgs, Carey st

PALMER, JOSEPH GLENNY, Gt Portland st, Cabinet Maker Feb 27 at 2.30 Bankruptcy bldgs, Carey st

PEPE, CHARLES EBENEZER, Vestry rd, Walthamstow, Builder Feb 26 at 2.30 Bankruptcy bldgs, Carey st

POTTS, JOHN, Macclesfield, Hay Dealer Feb 25 at 11 Off Rec, 23, King Edward st, Macclesfield

QUICK, JOSEPH, Plymtree, Devon, Boot Maker Feb 27 at 10 Off Rec, 13, Bedford circus, Exeter

REDFALL, GEORGE THOMAS, Aston juxta Birmingham, Brazier Feb 27 at 11 23, Colmore row, Birmingham

ROBINSON, CHARLES COLLETT, Wolvercote, Oxfords, Builder Feb 28 at 3 Bankruptcy Office, Oxford

SAUNDERS, SAMUEL, Totnes, Devon, Carriage Builder Feb 26 at 3 10, Athenæum terrace, Plymouth

SPENCER, CHARLES, Belper, Derbys, Grocer Feb 26 at 12 Off Rec, 40, St Mary's gate, Derby

STABLES, AMY SMITH, Morley, Yorks, Milliner's Assistant Feb 27 at 11 Off Rec, 22, Park row, Leeds

THOMPSON, PATRICK, Burradon, Northumbrld, Butcher Feb 28 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

THORPE, HENRY, Cranleigh, Surrey Feb 27 at 12.30 24, Railway app, London Bridge

TOON, GEORGE FRANCIS, Derby, Builder Feb 25 at 12 Off Rec, 40, St Mary's gt, Derby

WARD, FRANCIS WILLIAM, Matlock Bath, Derby, Butcher Feb 26 at 2.30 Off Rec, 40, St Mary's gt, Derby

WELCH, HENRY GEORGE, Bristol, Boot Dealer Feb 23 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

WEST, OWEN STEPHEN, Cowley, Oxford, Timber Merchant Feb 25 at 3 Bankruptcy Office, Oxford

WILKES, WILLIAM, Priors Hardwick, Warwick, Farmer Feb 25 at 12.30 Off Rec, 17, Hertford st, Coventry

WILKINSON, JANE, Leeds Feb 26 at 12 Off Rec 22, Park row, Leeds

WILLIAMS, WILLIAM, Dolwyddelen, Carnarvon, Licensed Victualler Feb 27 at 12.15 Eagles Hotel, Llanrwst

WOODCOCK, EDWARD, Ossett, Yorks, Leather Dresser Feb 25 at 11 Off Rec, Bank chmbrs, Batley

Amended notice substituted for that published in the London Gazette of Feb. 14:

HAWKESWORTH, MARTHA LUCY, Southampton, Grocer Feb 25 at 3 Off Rec, 4, East st, Southampton

ADJUDICATIONS.

ALEXANDER, BENJAMIN, Manchester, Smallware Dealer Manchester Pet Feb 13 Ord Feb 13

ANDERSON, ALEXANDER, Preston, Lancs, Licensed Victualler Preston Pet Feb 14 Ord Feb 14

BAGSHAW, THOMAS ALBERT GARBUTT, Savile Town, nr Dewsbury, Fruiterer Dewsbury Pet Feb 13 Ord Feb 13

BINCHLEY, WILLIAM EDWARD, and EDWARD ALLINGHAM, Willesden lane, Kilburn, Provison Dealers High Court Pet Feb 12 Ord Feb 12

BRITTAIN, ALFRED GEORGE, Birmingham, School Proprietor Birmingham Pet Feb 1 Ord Feb 14

BROWN, JOHN, Birmingham, Builder Birmingham Pet Feb 6 Ord Feb 14

BUTLER, CHARLES PHILIP, Little Shelford, Cambridgeshire, Baker Cambridge Pet Feb 15 Ord Feb 15

CAMPBELL, FRANCIS DONALD, Southampton, Gent Southampton Pet Jan 3 Ord Feb 14

CARRINGTON, ARTHUR, Luton, Beds, Tailor Luton Pet Feb 6 Ord Feb 15

CORBETT, MURDOCH, Brynmawr, Breconshire, Draper Tredegar Pet Jan 20 Ord Feb 13

FLUDDER, GEORGE ROBERT, West Norwood High Court Pet Nov 16 Ord Feb 14

FROST, HARRY, Leighton Buzzard, Draper Luton Pet Jan 28 Ord Feb 13

GUNNING, JOHN EDWARD, Bristol, Commercial Traveller Bristol Pet Feb 11 Ord Feb 14

HAYNOR, GEORGE WILLIAM, Leytonstone, Commercial Clerk High Court Pet Feb 15 Ord Feb 15

HERMAN, HENRY DEXTER, Finsbury circus, Land Agent High Court Pet Oct 10 Ord Feb 15

HEYWOOD, CECIL, Russell sq, Insurance Agent High Court Pet Jan 22 Ord Feb 14

HOGG, FREDERICK, Nottingham Nottingham Pet Feb 15 Ord Feb 15

HOLLIDAY, JAMES DAVID WATSON, Poplar, House Decorator High Court Pet Feb 12 Ord Feb 14

HORN, THOMAS, Drybeck, Westmrld, Farmer Kendal Pet Feb 15 Ord Feb 15

JONES, FRANCIS, Birmingham, House Furnisher Birmingham Pet Jan 10 Ord Feb 14

JONES, JOHN, South Norwood, Accountant Croydon Pet Jan 21 Ord Feb 13

LEWIS, VINSON, Llanbradach, Glam, Tailor Pontypridd Pet Feb 14 Ord Feb 14

MACAULAY, DONALD, Birmingham, Draper Birmingham Pet Dec 11 Ord Feb 14

MILLER, JOHN, Ashford, Kent, Hotel Keeper Canterbury Pet Feb 13 Ord Feb 14

MURRAY, THOMAS, Birmingham, Warehouseman Birmingham Pet Feb 10 Ord Feb 14

PARSONS, JOHN FRANCIS, West Norwood, Surrey, Colourman High Court Pet Feb 13 Ord Feb 13

PICKERES, DAVID, Leeds, Butcher Manchester Pet Feb 15 Ord Feb 15

POMFRACHI, PAUL PLATO, Kersal, nr Manchester Manchester Pet Feb 13 Ord Feb 13

PRICE, WILLIAM RAMSDEN, Billiter bldgs, Billiter st, Insurance Broker High Court Pet Jan 23 Ord Feb 12

PUXTY, CHARLES, Brynmawr, Brecon, Confectioner Tredegar Pet Feb 12 Ord Feb 13

QUICK, EDWARD, Telford avenue, Streatham, Civil Engineer High Court Pet Jan 28 Ord Feb 15

QUICK, JOSEPH, Plymtree, Devon, Bootmaker Exeter Pet Feb 14 Ord Feb 14

ROBINSON, KENDALL, Blyth, Northumbrld, Journalist Newcastle on Tyne Pet Feb 14 Ord Feb 14

SHELDON, JOHN, Leek, Staffs, Silk Manufacturer Macclesfield Pet Feb 11 Ord Feb 15

STABLES, AMY SMITH, Morley, Yorks, Milliner's Assistant Leeds Pet Feb 13 Ord Feb 13

STREET, EDWARD, HENRY WILLIAM COOKSEY, and JAMES WRIGHT, Clerkenwell rd, Bookbinders High Court Pet Jan 17 Ord Feb 12

SUGDEN, WILLIAM ALBERT, Halifax, Coal Merchant Halifax Pet Feb 15 Ord Feb 15

TATHAM, HENRY EDWARD, and GERALD HAMILTON TATHAM Tokenhouse bldgs, Stock Brokers High Court Pet Jan 20 Ord Feb 14

THORPE, HENRY, Cranleigh, Surrey Guildford Pet Feb 4 Ord Feb 12

TROWBRIDGE, LEWIS JOSEPH, Green lanes, Stoke Newington, Commission Agent High Court Pet Nov 9 Ord Feb 13

WHITAKER, HENRY, Ainsdale, Lancs, Stock Broker Liverpool Pet Jan 23 Ord Feb 15

WILKINSON, JANE, Leeds Leeds Pet Feb 12 Ord Feb 12

WILLIAMS, JOHN, Bethesda, Carnarvon, Grocer Bangor Pet Feb 14 Ord Feb 14

WILLIAMS, THOMAS, Cardiff, Tailor's Cutter Cardiff Pet Feb 10 Ord Feb 11

WORRALL, WILLIAM, Latchford, Cheshire, Butcher Warrington Pet Feb 13 Ord Feb 13

ADJUDICATION ANNULLED.

SWORDER, JOHN, Westmill Bury, Buntingford, Herts, Farmer Cambridge Adjud March 18, 1895 Annul Jan 29, 1896

SALES OF ENSUING WEEK.

Feb. 26.—Messrs. MAY & ROWDEN, at the Mart at 2, Business Premises, 14 and 16, Great Portland-street, and 1, 2, and 3, Great Castle-street, W., close to Oxford-circus, and also Ground Lease (45 years to run) of 146, Oxford-street (see advertisement on p. 4, January 25).

Feb. 26.—Mr. ERNEST OWERS, at the Mart at 2, Freehold Ground-rents upon Residences, Residential Flats, &c., and also Shop Property Investments at Finchley-road, N.W. (see advertisement on p. 3 of this number).

Feb. 27.—Messrs. STIMSON & SONS, at the Mart at 2, Freehold Ground-rents in one collection, secured upon property at West Kensington, and also in another collection, upon property at Twickenham (see advertisement on p. 3, Feb. 15).

Feb. 27.—Messrs. DYER, SON, & HILTON, at the Mart at 2, in one lot, properties at Chipping Barnet, Lewisham, Brockley, Camden Town, and Brighton (see advertisement on p. 3, Feb. 15).

Feb. 28.—Messrs. ELLIS & SON, at the Mart at 2. Freehold Interest of £75 in a Freehold Ground-rent of £300 per annum, secured on premises in Budge-row, City, and also Freehold Building, 3, Distaff-lane, Cannon-street (see advertisement, p. 3 of this number).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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